

## DONATION AGREEMENT

Date of Agreement: April 23, 2019

This Donation Agreement is hereby entered into between the following Donee and Donor:

Donee: Marysville Joint Unified School District (School District)  
1919 B Street  
Marysville, CA 95901

Donor: Rotary Club of Marysville Foundation (Marysville Rotary)  
P.O. Box 630  
Marysville, CA 95901

Marysville Rotary has agreed to donate a 2019 Ford Transit 10 passenger van, VIN # 1FMZK1ZM8KKA70653 herein referred to as "VAN" to the School District for primary purpose being the transportation of enrolled students to various off-site educationally related activities for no charge. The School District voluntarily accepts the VAN "As-Is" and is solely responsible for any and all costs associated with the VAN and agrees to the following waiver of liability provisions:

Marysville Rotary, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the VAN. Furthermore, in no event shall Marysville Rotary be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the VAN.

Marysville Rotary is granting this donation and the School District is accepting this donation with a full and unconditional release of liability of Marysville Rotary. The School District does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the VAN. The entire risk as to the performance of the VAN is assumed by the School District. In no event shall Marysville Rotary or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the VAN.

Business Services Department

Approval: WHL

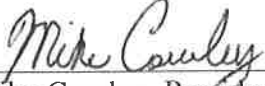
Date: 5.2.19

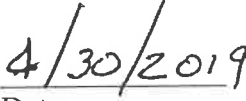
The School District accepts full responsibility of the Van. The School District will provide all necessary insurance and agrees to maintain the Van in a reasonable and customary manner.

The School District agrees that the primary use of the Van is for the transportation of enrolled Agriculture students to and from educationally related off-site activities.

\_\_\_\_\_  
Mike Hodson, CBO,  
Marysville Joint Unified School District

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mike Cowley, President  
Rotary Club of Marysville Foundation

  
\_\_\_\_\_  
Date



# Client Order

Q-33297

## Illuminate Education

6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 3/29/2019

Valid Through: 4/28/2019

Prepared By: Bill Storm

Start Date: 7/1/2019

End Date: 6/30/2022

Quote Term: 36

Customer: Marysville Joint Unified School District

Address: 1919 B Street,  
Marysville, California 95901

Contact: Amy Stratton  
Phone: (530) 749-6903

Number of Schools: 22

### Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,907	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$1.75	\$17,337.25
9,907	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
9,907	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.50	\$44,581.50
Year 1 TOTAL:				\$61,918.75

### Year 2

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,907	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.00	\$19,814.00
9,907	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
9,907	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.63	\$45,869.41
Year 2 TOTAL:				\$65,683.41

### Year 3

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,907	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$22,290.75
9,907	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
9,907	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.77	\$47,256.39
Year 3 TOTAL:				\$69,547.14

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as set forth in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order.

All invoices shall be paid within thirty (30) days of the date of invoice.

Business Services Department

Approval: 

Date: 4-10-19

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618

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This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

#### Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **"Licensed Product(s)"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(f). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("Termination").

(g). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential

information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

#### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan,

distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third

party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

**5. Term** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

**6. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be

responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**7. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

## **8. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of

Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

## **9. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(c). **Certain Taxes.** Fees quoted do not include and Client shall pay, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

#### 11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS**

**LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD**



PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

#### **14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party

shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

#### **15. General Provisions**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding and release ("MOU") is entered between Marysville Joint Unified School District ("District") and Sutter-Yuba Behavioral Health (SYBH), a joint powers agency operated by the counties of Sutter and Yuba, (collectively referred to as "the Parties").

### RECITALS

**WHEREAS**, SYBH's Prevention and Early Intervention (PEI) program provides non-therapeutic and research-based behavioral services to clients, including certain District students under the supervision of the District, who have been identified as benefitting from prevention and intervention services. At times the provision of these services is recommended to take place on a district school site during the instructional day;

**WHEREAS**, the purpose of this MOU is to formalize the agreements and standardize the processes and procedures utilized by the District and SYBH relating to the provision of SYBH's PEI Program services to District students while on District school sites;

**WHEREAS**, said SYBH's PEI Program services are not offered and/or provided to any District student as a related service pursuant to an offer of a free appropriate public education ("FAPE") by the District.

**WHEREAS**, said SYBH's PEI Program services, including, but not limited to, programming, indirect, direct, and/or other related costs, expenses, and/or fees, are not borne by the District; Any supplies and curriculum deemed necessary by SYBH's PEI program will be supplied by SYBH.

**WHEREAS**, this MOU does not constitute a contractual agreement between the District and SYBH, for any SYBH, services on the District's behalf;

**WHEREAS**, the Parties have agreed to the items described below;

**NOW, THEREFORE, IT IS HEREBY AGREED** between the Parties hereto, as follows:

#### 1. TERM OF AGREEMENT

This MOU shall be in effect during school days only from the date of execution of this MOU through the end of the 2020-21 school year, including 2021 extended school year, according to the District's academic calendar.

#### 2. CONDITIONS PRECEDENT TO PROVISION OF SYBH'S PEI PROGRAM SERVICES

- a. The District shall not permit, and SYBH shall not provide, said SYBH PEI Program services to any District Student on District premises during the school

||

Business Services Department  
Approval : WA  
Date: 5.2.19

day until: (a) SYBH's PEI Program or the student's parent initiates and provides the District with a signed Release for Exchange of Information permitting the District and SYBH's PEI Program to communicate regarding the student and the services provided to the student by SYBH's PEI program; and (b) SYBH executes this MOU.

- b. No SYBH staff, including SYBH's PEI Program employees and/or contractors ("SYBH PEI Program Staff"), required to register as a sex offender pursuant to Penal Code section 290 shall enter upon District premises and/or provide PEI Program Services to any District student.

### 3. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

- a. When on school grounds, SYBH PEI Program Staff shall be considered Visitors of the District, and shall abide by all District Board Policies and Administrative Regulations regarding Visitors, Classroom Interruptions, and Disruptions including, but not limited to, the following:
- b. Prior to providing said PEI Program Services to District students on District premises, SYBH PEI Program Staff shall obtain both a Department of Justice and Federal Bureau of Investigation ("FBI") criminal background check through MJUSD personnel office at no cost to the District. SYBH's PEI Program will be responsible for a monthly audit updating the background checks of all SYBH's PEI Program staff providing services at district sites.
- c. SYBH PEI Program staff shall arrange all services with the coordination of the school principal or other site designee at a mutually agreed upon date and time. SYBH PEI Program staff shall ensure communication with appropriate school staff when changes to the services are necessary. Staff will exercise respect to the protection of delivery of core instruction for all students.
- d. SYBH PEI Program Staff shall register immediately upon entering any District school building or grounds when school is in session,
- e. SYBH PEI Program Staff shall wear a visible means of identifying them as a SYBH employee while on any District campus; and
- f. SYBH PEI Program Staff shall not use any electronic recording device or photography in a classroom. SYBH PEI Program staff shall not utilize pictures or likeness of MJUSD students for purposes of promotion.
- g. SYBH PEI Program Staff shall not use any form of physical restraint with students while on a MJUSD campus.
- h. The District reserves the right to direct any SYBH PEI Program Staff member to leave school grounds if any SYBH PEI Program Staff member commits any of

the offenses specified in Education Code sections 44810, 44811; Penal Code sections 415.5, 626.7, 626.8, 626.81, and/or 626.85, including but not limited to the following;

- i. Materially disrupts classwork or extracurricular activities or whose behavior results in substantial disorder on any District premises;
- j. Unlawfully fights on any District premises, or maliciously and willfully disturbs another person on any District premises by loud and unreasonable noise, or uses offensive words that are inherently likely to provoke an immediate violent reaction;
- k. The District has the right to terminate this MOU if the District has any concerns that SYBH's PEI Program is not abiding by its obligations under this MOU, or any District and/or Board Policy, and/or Administrative Regulation.
- l. Commits any act likely to interfere with the peaceful conduct of District and/or school activities, or enters any District premises for committing such an act;
- m. Remains on any District premises after being asked to leave by a designated District or school administrator; willfully or knowingly creates a disruption
- n. Any SYBH PEI Program Staff member who is a drug offender shall not enter upon any District premises, or adjacent street, sidewalk, or public way shall not enter any District premises without express written permission from the District

#### 4. **ROLE OF SYBH'S PEI PROGRAM STAFF**

- a. SYBH's PEI Program Staff will provide services to students that are referred by the site principal or designee on District premises. See Appendix A for scope of work.
- b. In providing said SYBH PEI Program Services to District Students on District premises, SYBH's PEI Program Staff shall follow the direction of the classroom teacher and/or District administrator(s).
- c. In the event there is a conflict and/or question regarding the role of SYBH's PEI Program Staff relating to the provision of SYBH PEI Program Services to any District Student on District premises, and/or any conflict and/or questions relating to or with the parent of any and all District student(s), the SYBH PEI Program Staff member involved shall contact a District administrator, including a school site principal or the District's Director of Special Education, to resolve the conflict and/or facilitate a meeting between the appropriate District personnel and/or such District parent(s), if necessary.

5. **SYBH'S PEI PROGRAM AND DISTRICT COLLABORATION**

- a. At the request and discretion of the District, SYBH PEI Program shall consult and collaborate with designated District staff regarding SYBH's PEI Program Services provided to all District students, and shall enter collaborative conversations regarding student outcomes. Such conversations will take place in a professional manner with respect to confidentiality and burden to both agencies.
- b. SYBH's PEI Program Staff shall work collaboratively with the District regarding any personnel related issues that arise through the course of working with District students on District premises.

6. **ADDITIONAL TERMS**

- a. The parties agree that the District shall not fund any SYBH PEI Program Services to any District student, including, but not limited to, programming, indirect, direct, and/or other related costs, expenses, and/or fees. SYBH shall not issue any invoices to, or seek any costs from the District, about any SYBH PEI Program Services provided to any District student.
- b. SYBH's PEI Program Staff shall be mandated reporters pursuant to Penal Code section 11164, et seq., and shall report their concerns to their direct supervisor at SYBH.
- c. SYBH's PEI Program shall notify the District of any change in SYBH's PEI Program who will be providing services to District students, as soon as possible, and at least five (5) business days prior to any such change.

7. **HOLD HARMLESS**

SYBH shall indemnify, defend, and hold harmless the District against all liability, loss, damage, and expense, including reasonable attorneys' fees, about all harm and/or injury related to said SYBH's PEI Program Services provided to all District students on District premises.

8. **PARTICIPATION OF THIRD PARTIES**

SYBH's PEI Program may invite a third party to take part in the cooperative activities carried out under this MOU upon the agreement of the District. In carrying out such cooperative activities, SYBH's PEI Program shall ensure that the third party shall comply with the provisions of this MOU.

9. **INSURANCE**

- a. During any and all times that SYBH's PEI Program provides services to District students on District premises, SYBH shall keep in effect a policy or policies of

general liability insurance of at least \$1,000,000 for any and all harm and/or injury related to said SYBH PEI Program Services provided to district students on District premises.

- b. No later than the effective date of this MOU, SYBH shall provide the District with satisfactory evidence of the insurance required herein. SYBH shall send written notice of any cancellation to the District at least thirty (30) calendar days before cancellation of or material change to said insurance coverage.
- c. The District shall be named as an additional insured for all liability arising out of said SYBH PEI Program Services provided to District students on District premises as specified herein. SYBH's insurance specified herein shall be primary and no insurance held or owned by the District shall be called upon to contribute to a loss arising out of said SYBH's PEI Program Services.
- d. SYBH shall keep in effect a worker's compensation policy during the term of this agreement, for its employees in accordance with the laws of the State of California. SYBH shall provide evidence of such coverage in the form of a certificate of insurance in favor of Marysville Joint Unified School District.

**10. ENFORCEMENT**

Nothing in this MOU shall abridge the right of either party of enforce this MOU or seek remedy for breach of any of its terms in an administrative action, or court of competent jurisdiction, including the courts of this State or a United States District Court. The Parties acknowledge that they have entered into an enforceable agreement that is to be carried out in its entirety.

**11. BREACH**

Any material breach of this MOU by any party will entitle the non-breaching party to all available legal and equitable remedies, including liability for reasonable prevailing party attorneys' fees.

**12. MUTUALITY**

All promises and undertakings in this MOU are mutual and provide consideration for each other.

**13. WHOLE AGREEMENT**

This MOU represents the entire agreement between the Parties pertaining to the subject matter of this MOU. This MOU may only be modified by written agreement of the Parties.

14. **FULLY BINDING**

If any part of this MOU should be found invalid, unenforceable, or non-binding, the remaining portion will remain in force and fully binding.

15. **WAIVER OF BREACH**

The waiver by any party of any breach of any term of this MOU shall not be construed as a waiver of any subsequent breach.

16. **NEGOTIATED AGREEMENT**

The text of this MOU is the product of negotiation among the Parties and is not to be construed as having been prepared by one party or the other.

17. **EXECUTION IN COUNTERPARTS**

The MOU may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this MOU to become fully operative.

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**APPROVED AND ACCEPTED:**

Marysville Joint Unified School District

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Superintendent  
Marysville Joint Unified School District

Sutter County Board of Supervisors

DATED: 4-23-2019 By: Mat Conant  
Mat Conant, Chairman

Sutter-Yuba Behavioral Health

DATED: 5-1-19 By: Nancy O'Hara  
Nancy O'Hara, Director  
Sutter County Health and Human Services

ATTEST

Gina Graham  
Sutter County Board Clerk

APPROVED AS TO FORM

[Signature]  
Sutter County Counsel



## Appendix A

### SYBH Prevention & Early Intervention (PEI) SUDS Prevention School-Based Programs

**Aggression Replacement Training (ART)** is a ten-week course offered for adolescents on a high school campus. It is a cognitive behavioral intervention that trains participants to cope with their aggressive and/or violent behaviors. It is taught in three one-hour classes per week, focusing on Social Skills, Anger Control Training, and Moral Reasoning. Participants are selected by school administration, not to exceed 15 participants per course. PEI provides trained instructors and all materials to a limited number of high schools.

**Girls' Circle** is a high school or middle school girls' support group that will run in eight, ten, or twelve-week sessions, meeting once per week for 40-60 minutes. Each session will have a theme, and each week will include activities and/or discussion related to topics within that theme. PEI staff will facilitate and support the activities and/or discussions, but participants will be encouraged to direct the discussions and to support each other. Participants can be referred by school staff, or self-referred. Girls' Circle will be offered at a limited number of schools each session.

**The Council** is an inclusive, strengths-based group approach to promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. The Council meets a core developmental need in boys for safe, secure and positive relationships.

**Life Skills Training Elementary School Program** is a developmentally appropriate substance abuse and violence prevention program designed for upper elementary school students to help increase self-esteem, develop healthy attitudes, and improve knowledge of essential life skills - all of which promote healthy and positive personal development. Classes will be taught for 50 minutes once per week for eight weeks by PEI staff at a limited number of elementary schools.

**Life Skills Training High School Program** is designed to promote positive health and personal development for high school youth. The program helps adolescents navigate the challenges of the high school years, and prepares them for the independence and responsibilities they will encounter as young adults. The program uses developmentally appropriate, collaborative learning strategies to help students achieve competency in the skills that have been shown to prevent substance use, violence, and other health risk behaviors. Classes will be taught for 50 minutes once per week for eight weeks by PEI staff at a limited number of high schools.

**Second Step** training develops social and emotional learning by building communication skills, increasing self-confidence, and helping students identify goals and responsibilities. PEI staff offer weekly 50-minute classes for sixth, seventh, and/or eighth grade students in separate classes by grade. Sessions are twelve to fourteen weeks long.

**Signs of Suicide (SOS)** is a middle school suicide prevention and risk awareness training. Using an age-appropriate DVD and follow-up discussion, the training is provided to middle school staff, students, and families to give youth the skills to "Acknowledge, Care, and Tell" if they feel that they, or someone they know, is showing signs of depression or may be at risk of suicide. Presentations can be scheduled throughout the year at schools that serve 6-8 grade students.

**Red Ribbon Week** is an alcohol, tobacco and other drug and violence prevention awareness campaign observed annually in October. Activities vary from school to school; PEI can support a limited number of elementary schools (on a first come, first served basis) with a speaker, a PowerPoint presentation, and fun giveaways for students.

**Yellow Ribbon Suicide Prevention Trainings** are designed to address youth/teen suicide prevention and suicide risk awareness in high school. Student leaders can be trained by PEI staff to present information to their peers with the support of PEI staff, or PEI staff can present the information to the student body. Presentations can be scheduled throughout the year at high schools.

**Friday Night Live** builds partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities. Includes skill building, leadership skills, safe and healthy lifestyle education, and outreach for high-risk youth, esteem building, violence abatement and cultural diversity. There are chapters on school campuses in both Sutter and Yuba Counties.

**Substance Use Education Classes or Individual Counseling** is provided by a CADAC Certified Counselor providing substance use education as well as individual early intervention consultation.

#### School Referred, Off-Site Programs

**Nurtured Heart Approach** is a relationship-focused methodology focused on helping children (and adults) build their Inner Wealth and use their intensity in successful ways. Originally developed for working with the most difficult children, including children diagnosed with ADHD, Oppositional Defiant Disorder, Reactive Attachment Disorder and other behavioral, emotional and anxiety related symptoms, it has been used effectively to help all kinds of families and children to better communicate and interact. Offered in multiple locations in Yuba and Sutter counties in English and in Spanish, Nurtured Heart classes run for an hour and a half a week for five weeks. Classes are intended for adult participants.

**Strengthening Families** is a nationally and internationally recognized parenting and family strengthening program for high-risk and general population families. SFP is an evidence-based family skills training program found to significantly improve parenting skills and family relationships, reduce problem behaviors, delinquency and alcohol and drug abuse in children, and to improve social competencies and school performance. The Strengthening Families Program is offered locally as a seven-week program for families with children 10-14 years old. Families are provided with dinner, then parents and youth go into separate classes for age-appropriate skill building, activities, and discussion. Families reunite to work together in a family class. Childcare is provided for younger children. Each session is two and a half hours long, including the family dinner. There is no cost for participants.



## Marysville Joint Unified School District

### Memorandum of Understanding (MOU) between Parent and Marysville Joint Unified School District (District)

#### Reimbursement/Payment of In Lieu Transportation

Date: May 1, 2019

Per Individual Family Service Plan (IFSP) agreement dated 4-1-2019, parent will be reimbursed for mileage to and from school.

The District agrees to provide mileage reimbursement for travel to and from school on days in which school is in session. Mileage reimbursement rate paid according to the IRS Standard rate. Currently .545 cents per mile.

Parent is the responsible party for transportation/safety and assumes all liability regarding the transportation of student to school.

Home address:

4112 Donald Drive

Olivehurst, CA. 95961

Student attendance will be verified monthly by the Student Services Office and parent will be reimbursed according to actual attendance of the child at a rate of:

49.2 miles to school from home = 98.4 miles per school day x .58 cents = \$57.07 per day of attendance.  
The district acknowledges retroactive payment beginning with April 1, 2019 is due to parent.

Reimbursement will be processed by the District Business Office on a monthly basis and a will be sent to the address listed above.

By signing below, parties acknowledge full acceptance of the terms above:

A handwritten signature in black ink, appearing to be 'Cela...', written over a horizontal line.

Parent Signature

The date '5/2/19' handwritten in black ink over a horizontal line.

Date

A handwritten signature in black ink, appearing to be 'M...', written over a horizontal line.

Business Services Approval

The date '5.6.19' handwritten in black ink over a horizontal line.

Date

Date of Board Approval: \_\_\_\_\_



4112 Donald Dr  
Olivehurst, CA 95961

### Get on CA-70 S

1. Head north on Donald Dr toward Lariat Ln  
3 min (1.2 mi)
2. Turn right onto McGowan Pkwy  
0.3 mi  
Pass by Dollar General (on the right in 0.5 mi)
3. Turn right to merge onto CA-70 S  
0.6 mi  
0.3 mi

### Continue on CA-70 S. Take CA-99 S and I-80 E to Auburn Blvd in Sacramento

4. Merge onto CA-70 S  
36 min (40.6 mi)  
16.1 mi
5. CA-70 S turns slightly right and becomes CA-99 S  
12.6 mi
6. Merge onto I-5 S  
2.4 mi
7. Use the right 2 lanes to take exit 522 to merge onto I-80 E toward Reno  
8.4 mi

8. Keep right at the fork to continue on CA-244,  
follow signs for Auburn Blvd

1.1 mi

Take Cypress Ave, Fair Oaks Blvd and Sunrise Blvd to your  
destination in Rancho Cordova

17 min (7.5 mi)

9. Turn right onto Auburn Blvd

0.1 mi

10. Turn left onto Winding Way

0.5 mi

11. Turn right onto Pasadena Ave

0.2 mi

12. Continue onto Cypress Ave

1.5 mi

13. Turn right onto Manzanita Ave

0.1 mi

14. Use the left 2 lanes to turn left onto Fair Oaks  
Blvd

3.1 mi

15. Turn right onto Sunrise Blvd

1.6 mi

16. Turn right onto Coloma Rd

0.2 mi

17. Turn left

**i** Destination will be on the left

325 ft

11100 Coloma Rd

Rancho Cordova, CA 95670

These directions are for planning purposes only.  
You may find that construction projects, traffic,  
weather, or other events may cause conditions to  
differ from the map results, and you should plan  
your route accordingly. You must obey all signs or  
notices regarding your route.

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2018-2019*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOIN UNIFIED SCHOOL  
DISTRICT

LEA

Contract Year 2018-2019

☒

Nonpublic School

☐ Nonpublic Agency

## Type of Contract:

☒

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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Business Services Department

Approval: MM

Date: 5.1.19



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2018-2019

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Children's Choice for Hearing and Talking  
(CCHAT)

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on April 2, 2019, between Marysville Joint Unified School District (MJUSD), hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Children's Choice for Hearing and Learning (CCHAT) (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from April 2, 2019 (time of agreement to placement) to September 23, 2019 (date of third birthdate), (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to September 23, 2019. In the event the contract is not renegotiated by his date, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in

accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education

Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:



## PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed

directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting

the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the

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provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment

and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.



CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP/IFSP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA

at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all

legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of



CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

## **55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

## **56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

## **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

**60. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

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If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs/IFSPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based

on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.


The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 2nd day of April, 2019 and terminates at 5:00 P.M. on September 23, 2019, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Children's Choice for Hearing and Talking**  
Nonpublic School/Agency

**Marysville Joint Unified School District**  
LEA Name

By:  April 22, 2019  
Signature Date

By:  5/1/19  
Signature Date

Laura Covello, Executive Director, CCHAT  
Name and Title of Authorized Representative

M.R. HODSON CBO  
for Dr. Gay Starkey, Superintendent  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Laura Covello, Executive Director	<b>Name and Title</b> Toni Vernier, Executive Director of Special Education
<b>Nonpublic School/Agency/Related Service Provider</b> Children's Choice for Hearing & Talking, Sacramento	<b>LEA</b> Marysville Joint Unified School District
<b>Address</b> 11100 Coloma Road	<b>Address</b> 1919 B Street
<b>City</b> <b>State</b> <b>Zip</b> Rancho Cordova                      CA                      95670	<b>City</b> <b>State</b> <b>Zip</b> Marysville                      CA                      95901
<b>Phone</b> <b>Fax</b> (916) 361-7290                      (916) 361-8613	<b>Phone</b> <b>Fax</b> (530) 741-6182                      (530) 741-7580
<b>Email</b> laurac@cchatsacramento.org	<b>Email</b> tvernier@mjusd.com

**Additional LEA Notification**  
(Required if completed)

<b>Name and Title</b>		
<b>Address</b>		
<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone</b>		<b>Fax</b>
<b>Email</b>		

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## EXHIBIT A: 2018-2019 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Children's Center for Hearing and Talking

The CONTRACTOR CDS NUMBER: 34-67330-7099450

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:14

Maximum Contract Amount: \$12,167.82

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: 146.28 + 2.7% Adjustment = \$150.22
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: n/a
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>		
<u>Language and Speech (415)</u>	<u>Included in Day Program</u>	
<u>Adapted Physical Education (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care (435)</u>		
<u>Health and Nursing: Other Services (436)</u>		
<u>Assistive Technology Services (445)</u>		
<u>Occupational Therapy (450)</u>		
<u>Physical Therapy (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Behavior Intervention Services (535)</u>		
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>	<u>Included in Day Program</u>	

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<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Parent Education</u>	<u>Included in Day Program</u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

# EXHIBIT B: 2018-2019 ISA

## INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES (Education Code Sections 56365 et seq.)

This agreement is effective on April 2, 2019, the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on September 23, 2019, the infant's third birthdate or unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School Children's Center for Hearing and Talking

LEA Case Manager: Name Toni Vernier Phone Number 530-749-6182

Pupil Name \_\_\_\_\_ Sex: ☐ M ☒ F Grade: infant  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City Olivehurst State/Zip CA/95961  
ir.

DOB 9-23-16 Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian a Phone (530) \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

### AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 90 minutes per/day during the regular school year  
\_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 61 days during the regular school year  
20 days during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: 150.22

Estimated Number of Days 81 x Daily Rate 150.22 = PROJECTED BASIC EDUCATION COSTS \$12,167.82

### B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		30 mins per day	Included		
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515)							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)		X		As Needed	Included		
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other - Parent Education		X		As Needed	Included		

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

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TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$12,167.82

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON May, 14<sup>th</sup> 2019

6. Progress Reporting Quarterly Monthly Other  
Requirements: \_\_\_\_\_ (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Children's Choice for Hearing & Talking (CCHAT)

Marysville Joint Unified School District (MJUSD)

(Name of Nonpublic School/Agency)

(Name of  
LEA/SELPA)



April 22, 2019

(Signature)

(Date)

Laura Covello, Executive Director

(Name and Title)



5/1/19

(Signature)

(Date)

M.R. Hodson, CBO

(Name of Superintendent or Authorized Designee)

# **CCHAT Center**

Children's Choice for Hearing & Talking

## **CONTRACT INFORMATION**

2018-2019

**CCHAT CENTER-SACRAMENTO  
NONPUBLIC SCHOOL**

# CCHAT Center

Children's Choice for Hearing & Talking

To: Contracting Districts

From: Laura Covello, M.A., CCC-A, M.Ed.  
Executive Director, CCHAT Center - Sacramento

Re: NPS Contract for 2018-2019

Date: May 3, 2018

To support contract preparation for the 2018-2019 school year, please find the following items enclosed:

- Copies of the status of your school certification
- Copies of your staff's credentials and, if you are a residential facility, your level and a copy of the license.
- Proof of insurance (auto, liability and workers compensation)
- Population served by age and disability
- Transportation daily rate
- Educational daily rate
- School budget and Federal I.D. number
- School calendar
- School hours for the regular and the extended school year
- Listing of services provided for both residential and day students
- List of board of directors
- Therapy and frequency of services provided by whom
- Behavior management services/plan
- Student/certificated teacher ratio
- Other support staff
- Fingerprinting verification

Please let me know if you have questions or need additional information.

**Non Public School Information  
2018-2019 School Year**

School Name: **CCHAT Center – Sacramento** Fed ID# **46-1362294**

Contact Person: **Laura Covello** Title: **Director**

E-mail Address: **laurac@cchatsacramento.org**

Phone/Fax Numbers: Office 916-361-7290 (voice) 916-361-8613 (fax)

Address of School Site:

**11100 Coloma Road, Rancho Cordova, CA 95670**

School Mailing Address:

**11100 Coloma Road, Rancho Cordova, CA 95670**

School Certification Status: **APPROVED** Level Home: **N/A**

Insurance: **Nonprofits' Ins. Alliance of CA and Republic Indemnity co.**

Students Served: Age: **BIRTH-3<sup>RD</sup> GRADE** Gender: **Male & Female** # of Classes: **7**

Type of Disability: **DEAFNESS, HEARING IMPAIRMENT, SPEECH/LANGUAGE  
IMPAIRMENT**

Number of Certificated Staff: **13** Status of Teacher Credentials: **VALID**

Classroom Staff-to-Student ratio:

- ✓ **Maximum ratio is 1 certified teacher to 14 students K-3<sup>rd</sup>,**
- ✓ **Maximum ratio is 1 certified teacher to 14 students Toddler, Preschool and Pre-K.**  
**Adult to student ratio 1:5 (instructional aide.)**

Daily Rate \$: **\$146.28** Transportation Rate: **\$ N/A**

Partial Day or Hourly Rate **\$ N/A**

Number of Days: **180** Hours: **8:00-4:00**

Number of Minutes: **K-3<sup>rd</sup> – 285 (exclusive of lunch and recess-345 total)**

**Preschool- Pre-K - 225 (exclusive of lunch and recess-270 total) Toddler – 150.**

Number of EYS Minutes: **210 minutes per day/ 20 days**

Free/Reduced Lunch Program: **NO**



**Ancillary Services Included in Daily Rate:**

- X ☐ Speech/Language
- ☐ Therapy: Group, Individual, Family, Art, Music, OT, PT, Other
- ☐ Physical Education: Regular, Modified Adaptive
- ☐ Community-Based Instruction
- ☐ Transition Plans/Services: (AB 2386) 14 years and older
- ☐ Psychological Services; Three-Year Evaluations and Other Services
- ☐ Social Work Services
- X ☐ Other: AUDIOLOGY

**Ancillary Services Not Included in Daily Rate (please include costs for these services):**

- ☐ Speech/Language
- ☐ Therapy: Group, Individual, Family, Art, Music, OT, PT, Other
- ☐ Physical Education: Regular, Modified Adaptive
- ☐ Community-Based Instruction
- ☐ Transition Plans/Services: (AB 2386) 14 years and older
- ☐ Psychological Services; Three-Year Evaluations and Other Services
- ☐ Social Work Services
- X ☐ Other **1:1 Instructional Aide \$12.00/hour**

Signed Fingerprint Statement: **Attached.**

Additional Comments:

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CALIFORNIA DEPARTMENT OF EDUCATION  
NOTICE OF NONPUBLIC, NONSECTARIAN SCHOOL CERTIFICATION

Date: December 13, 2017  
Site Administrator: Laura Covello  
Nonpublic School: CCHAT Center-Sacramento  
NPSA ID: 34-67330-7099450  
Site Address: 11100 Coloma Road  
City: Rancho Cordova CA 95670

Grades: PK to 3 Approved Classrooms: 7 Maximum Capacity: 75 Student Gender: Coed

2018 CERTIFICATION STATUS:

**APPROVED** ☐ *certAmend*

EFFECTIVE DATES:

January 01, 2018, *through* December 31, 2018

**Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling Conditions:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Autism                      | <input type="checkbox"/> Intellectual Disability-Mild to Moderate   | <input type="checkbox"/> Specific Learning Disability              |
| <input type="checkbox"/> Deaf/Blind                  | <input type="checkbox"/> Intellectual Disability-Moderate to Severe | <input checked="" type="checkbox"/> Speech and Language Impairment |
| <input checked="" type="checkbox"/> Deaf             | <input type="checkbox"/> Multiple Disabilities                      | <input type="checkbox"/> Traumatic Brain Injury                    |
| <input type="checkbox"/> Emotionally Disturbed       | <input type="checkbox"/> Other Health Impairment                    | <input type="checkbox"/> Visual Impairment                         |
| <input checked="" type="checkbox"/> Hearing Impaired | <input type="checkbox"/> Orthopedic Impairment                      |  |

**Authorized to Provide the Following Related Services:**

- |  |   |  |                              |                               |                               |   |
|--|---|--|------------------------------|-------------------------------|-------------------------------|---|
| <input type="checkbox"/> APE           | <input checked="" type="checkbox"/> BII | <input type="checkbox"/> IHH             | <input type="checkbox"/> OM  | <input type="checkbox"/> PT   | <input type="checkbox"/> TS   | <input checked="" type="checkbox"/> LI: DHH         |
| <input checked="" type="checkbox"/> AS | <input type="checkbox"/> CG             | <input checked="" type="checkbox"/> LSDR | <input type="checkbox"/> OT  | <input type="checkbox"/> RS   | <input type="checkbox"/> VS   | <input type="checkbox"/> Other Services Authorized: |
| <input type="checkbox"/> ATS           | <input checked="" type="checkbox"/> EE  | <input type="checkbox"/> MT              | <input type="checkbox"/> PCT | <input type="checkbox"/> SDTI | <input type="checkbox"/> VECD |   |
| <input type="checkbox"/> BID           | <input type="checkbox"/> HNS            | <input type="checkbox"/> NMCRB           | <input type="checkbox"/> PS  | <input type="checkbox"/> SW   |                               |   |

**Nonmedical Care Room and Board Approved Sites:** ☐ Residential Provider

Certification is not an endorsement of the services offered by the nonpublic school (NPS), but states only that the NPS meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Interagency-Nonpublic Schools Unit  
Special Education Division

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# CCHAT Center

Children's Choice for Hearing & Talking

## RATE SHEET

### Designated Instructional Services

2018-2019 School Year

Day Program	\$146.28
Includes individual aural rehabilitation, or speech therapy, audiology (as needed) and parent education.	

Parent/Infant Program	
Individual Speech Services (50 minutes)	\$ 89.12
Baby & Me Class (1 hour/week)	\$ 44.56

# CCHAT Center

Children's Choice for Hearing & Talking

## **Population Served by Age & Disability:**

- Certified to serve children with school services from birth through 3<sup>rd</sup> grade.
- DIS services provided to students beyond 3<sup>rd</sup> grade.

## **Disability:**

- Deaf, Hard of Hearing, Speech and Language Impaired.

## **Transportation Daily Rate (School Site Visit)**

- \$0.54 per mile/round trip school transporting rate.

### **Listing of Services Provided for Day Students**

- ✓ Currently serve day students only
- ✓ Specialized academic instruction for deaf and hard-of-hearing students
- ✓ Provide daily speech/language therapy to each child enrolled in full day program
- ✓ Provide mainstream support for students transitioned into regular education classrooms
- ✓ Educational Audiology Services

### **Therapy and Frequency of Services Provided by Whom**

- ✓ Speech therapy is provided for each student enrolled in the full day program on a daily basis. CCHAT also provides DIS services for older children.
- ✓ Services provided by:
  - Michelle Harder, SLP
  - Lisa McWilliams, SLP
  - Jody Wassermann, SLP
  - Noemi Colmenares, SLP-A
  - Ronda Rufsvold, SLP-A
  - Laura Covello, Audiologist
  - Katherine Isbell, Audiologist

### **Other Support Staff**

- ✓ Executive Director
- ✓ Development Director
- ✓ School Secretary
- ✓ 6 instructional aides
- ✓ Regular volunteers who periodically help

### **Federal ID Number**

- ✓ 46-136229

# CCHAT Center

Children's Choice for Hearing & Talking

To: Contracting Districts

From: Laura Covello, M.A., CCC-A, M.Ed.  
Executive Director, CCHAT Center - Sacramento

Re: Insurance

Date: May 3, 2018

New insurance certificates have not yet been received. Current certificates are valid through June 30, 2018. I expect to have them by June 30, 2018 and will forward the copies at that time.



# CERTIFICATE OF LIABILITY INSURANCE

CCHAT-1

OP ID: CW

DATE (MM/DD/YYYY)

08/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland	CONTACT NAME: Debbie Upland PHONE (A/C, No, Ext): 650-341-4484 FAX (A/C, No): 650-341-4465 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NonProfit Ins. Alliance of CA INSURER B: National Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 011845
INSURED CCHAT- Children's Choice for Hearing & Talking Sacramento 11100 Coloma Road Rancho Cordova, CA 95670		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.  OTHER:	X	2017-36834-NPO	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMBOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		2017-36834-NPO	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2017-36834-NPO-UMB	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCNCG 336797 00	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Improper Sexual Conduct		2017-36834-NPO	07/01/2017	07/01/2018	Per Occ. \$ 1,000,000 Aggregate \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Insured as Additional Insured as respects the Liability only per form CG2026.						

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ELK GROVE SELPA  
FOLSOM CORDOVA SELPA  
SACRAMENTO CITY SELPA  
SACRAMENTO COUNTY SELPA  
SAN JUAN SELPA

## Reporting Missing Children Requirements Acknowledgement Form

From: CCHAT Center - Sacramento

Name of Contracted NPS

Address of Contracted NPS

11100 Coloma Road, Rancho Cordova, Ca 95670

I hereby acknowledge that all staff members, including volunteers, are familiar and agree to adhere to the requirements for reporting missing children as specified in California Education Code section 49370:

School teachers, school administrators, school aides, school playground workers, and school bus drivers, shall report missing children to a law enforcement agency in a timely manner in order to provide those children a necessary level of protection when they are at serious risk.

Laura Covello

Executive Director

Name of Authorized Personnel

Job Title of Authorized Personnel

  
Authorized Signature

May 3, 2018

Date

RETURN THIS FORM TO PLACING DISTRICT OR SELPA

[Type text]



**CHILD ABUSE MANDATED  
REPORTER TRAINING CERTIFICATION**

I, Laura Covello, am the duly authorized  
representative of CCHAT Center (Contractor).

I declare :

1. Each employee assigned to work for the Sacramento County Office of Education (SCOE) under our Contract has completed Child Abuse Mandated Reporter Training using the online training module provided by the State Department of Social Services, which can be found at <http://educators.mandatedreporter.ca.com>.
2. Each employee assigned to perform services for SCOE has successfully completed the training within the last 12 months and will complete the training annually for the life of the contract.
3. Before any employee performs services for SCOE, Contractor will provide a copy of the employee's annual training certificate to SCOE.
4. Only employees with current Child Abuse Mandated Reporter Training certificates will be assigned to perform services for SCOE. In addition to providing copies to SCOE, Contractor will maintain copies of the annual training certificates.

I declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct executed this 3 day of May, 2018, in Rancho Cordova, California.



Signature: \_\_\_\_\_

Printed Name: Laura Covello

Title: Executive Director

## FINGERPRINTING/CRIMINAL BACKGROUND CERTIFICATION

I, Laura Covello, declare as follows:

1. I/We conducted criminal background checks through the California Department of Justice by submitting fingerprint cards to the Department of Justice for each employee assigned to work for the Sacramento County Office of Education (SCOE) pursuant to our Contract to provide specified services to SCOE.
2. No employee assigned to perform services for SCOE pursuant to our Contract has been convicted of serious or violent felonies as defined by Penal Code Section 1192.7 (c) and 667.5(c).
3. No employee who has a record of conviction for a serious or violent felony will ever be assigned to perform services, under any existing or future contract with SCOE if the contract requires employees to come in contact with pupils.
4. I am the duly-authorized representative for CCHAT Center for the purpose of providing this certification. Only employees with completed criminal background checks will be assigned to perform services for SCOE.

I declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct executed this 3 day of May, 2018, in Rancho Cordova, California.

Signature: 

Printed Name:

Laura Covello

Title:

Executive Director

ELK GROVE SELPA  
FOLSOM CORDOVA SELPA  
SACRAMENTO CITY SELPA  
SACRAMENTO COUNTY SELPA  
SAN JUAN SELPA

**FINGERPRINTING PROCEDURES  
ACKNOWLEDGEMENT FORM**

The CCMAT school will obtain a criminal record summary from the Department of Justice (D.O.J.) or a D.O.J. approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person being employed. No individual will be employed in any capacity that potentially involves contact with students who has been convicted of a violent or serious felony as listed in Penal Code Section 1192.7 (c). Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in the California Education Code Section.

Laura Cavello  
Name of Authorized Personnel

Executive Director  
Job Title of Authorized Personnel

Laura Cavello  
Authorized Signature

6/18/2018  
Date

**RETURN THIS FORM TO PLACING DISTRICT OR SELPA**

**Elizabeth Marwaha, Au.D. – Chairperson**

(term exp. 2019)  
Audiologist  
9039 Reliance Court  
Sacramento, CA 95829  
Home: 916-667-3102  
Cell: 916-320-6200  
[lisa.marwaha@comcast.net](mailto:lisa.marwaha@comcast.net)

**John Porteous, Past Chairperson** (term exp. 2020)

Entrepreneur/Lawyer  
1489 Rose Glen Drive  
Roseville, CA 95661  
Cell text message: 619-993-5031  
[johnporteous@gmail.com](mailto:johnporteous@gmail.com)

**Aman Bains - Treasurer** (term exp. 2018)

Market President  
Suncrest Bank  
700 Plumas Street  
Yuba City, CA 95991  
Work: 530-674-6205  
Cell: 530-788-3206  
[abains@suncrestbank.com](mailto:abains@suncrestbank.com)

**Jennie Simpson, Secretary** (term exp. 2018)

Retired School Teacher/Alumni Grandparent  
3415 Oakcreek Drive  
Rocklin, CA 95677  
Home: 916-624-0072  
Cell: 916-390-0272  
[jensims@sbglobal.net](mailto:jensims@sbglobal.net)

**Anne Harry** (term exp. 2020)

Self-Employed, Harry Ranch/Alumni Parent  
8810 Eschinger Road  
Elk Grove, CA 95757  
Home: 916-684-2867  
Cell: 916-206-2867  
[aharry@frontiernet.net](mailto:aharry@frontiernet.net)

**Julia Ahlquist Tanner, Au.D.** (term exp. 2018)

Audiologist  
The Hearing Solution  
650 University Avenue, Suite 108  
Sacramento, CA 95825  
Cell: 916-712-6451  
Work: 916-646-2471  
[julia@thehearingssolution.com](mailto:julia@thehearingssolution.com)

**Diane Durston** (term exp. 2019)

Retired Deaf/Hard of Hearing Teacher  
11522 Mother Lode Circle  
Gold River, CA 95670  
Home: 916-638-0126  
Cell: 916-591-5339  
[dianedurston@gmail.com](mailto:dianedurston@gmail.com)

**Bindu Jaduram** (term exp. 2018)

VP, Regional Manager  
Tri Counties Bank  
2999 Douglas Boulevard  
Roseville, CA 96661  
Cell: 530-592-9769  
[bindujaduram@tcbk.com](mailto:bindujaduram@tcbk.com)

**Brian Staller** (term exp. 2018)

Advisory, PricewaterhouseCoopers LLP  
PricewaterhouseCoopers LLP  
Attn: Brian Staller  
Three Embarcadero Center  
San Francisco, CA 94111-4004  
Work: 415-498-7896  
Cell: 916-837-8000  
[brian.d.staller@pwc.com](mailto:brian.d.staller@pwc.com)

**Ranjana Singhal** (term exp. 2019)

Clinical Development Engineer  
UC Davis Medical Center/Alumni Parent  
Ranjana Singhal, MS  
Clinical Engineering Department  
Main Hospital, Suite 0630  
2315 Stockton Boulevard  
Sacramento, CA 95817  
Work: 916-734-4775  
Cell: 916-367-3235  
[ranjasinghal@hotmail.com](mailto:ranjasinghal@hotmail.com)

**Ben Balough, M.D.** (term exp. 2020)

Staff Surgeon, Otolaryngology & Skull Base Surgery  
The Permanente Medical Group  
7300 Wyndham Drive  
Sacramento, CA 95823  
916-539-8172  
[Benbalough@gmail.com](mailto:Benbalough@gmail.com)

**Kathy Sussman** (term exp. 2019)

Weingarten Children's Center (WCC) Board Representative  
3518 Jefferson Avenue  
Redwood City, CA 94062  
Cell: 650-759-8881  
[kathysussman@gmail.com](mailto:kathysussman@gmail.com)

Ex officio:

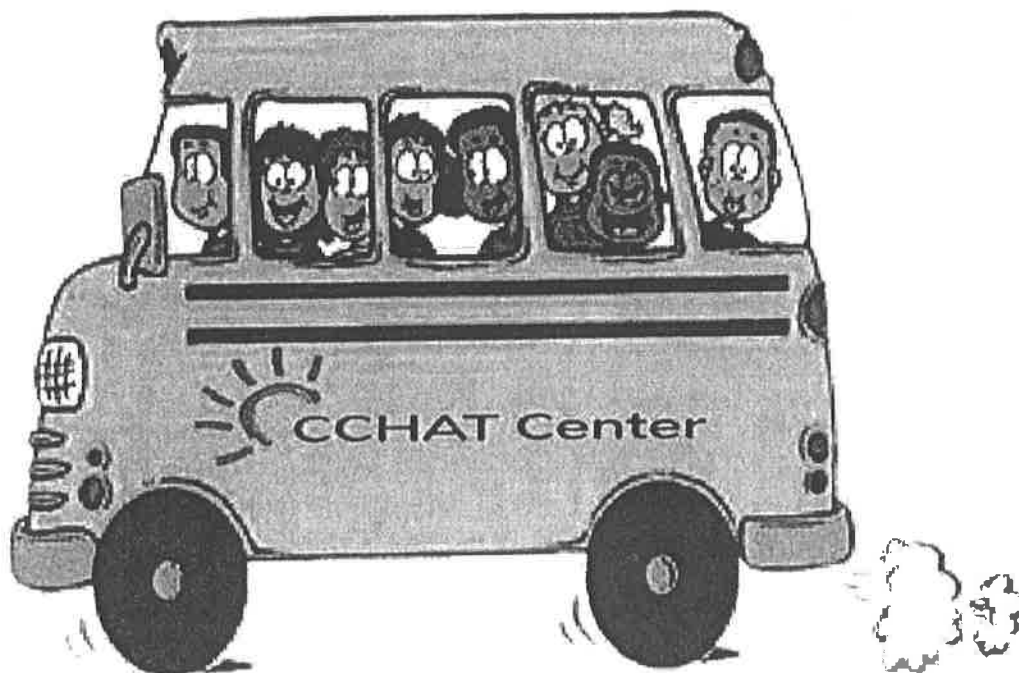
**Norman Waters, FHR Representative**

President, WCC Board  
[nlwaters@comcast.net](mailto:nlwaters@comcast.net)

# CCHAT Center

## 2018-2019 BELL Schedule

CLASS	DAYS	TIME
Toddler PM	Daily	12:15 pm – 2:45 pm
Preschool AM	Daily	9:00 am – 1:30 pm
Preschool PM	Daily	10:15 am – 2:45 pm
Pre-K/T-K AM	Daily	9:00 am – 1:30 pm
Pre-K/T-K PM	Daily	10:15 am – 2:45 pm
Kindergarten	Daily	9:00 am – 2:45 pm
Primary Grades	Daily	9:00 am – 2:45 pm
Baby & Me	Tuesday	9:00 am – 11:00 am



Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: BAUGHMAN
First Name: KELSEY
Middle Name: ELIZABETH

Last Known County of Employment:

Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170216552		Certificate of Clearance	Valid	9/28/2017	10/1/2022	9/28/2017		
170215068		Certificate of Clearance	Valid	8/29/2017	9/1/2022	8/29/2017		
170264956	Emergency	30-Day Substitute Teaching Permit	Valid	10/17/2017	11/1/2018	10/17/2017		

&lt;

170216552
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Subject Description

Authorization Code

Subject Code

Authorization Description

Major/ Minor Added Authorization Date

&lt;

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

Additional Description

&lt;

Employment Restrictions

Organization Type

Organization

County

&lt;

Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name	CARDOSO
First Name	KRYSTAL
Middle Name	DAWN

Last Known County of Employment:  
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.  
If not employed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170091605		Certificate of Clearance	Valid	4/24/2017	5/1/2022	4/24/2017		
170142449	Emergency	30-Day Substitute Teaching Permit	Valid	6/2/2017	7/1/2018	6/2/2017		
<								

Subject Description	Authorization Code	Subject Code	Authorization Description	Major/ Minor	Added Authorization Date
<					
Renewal Requirements					
Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.					
Renewal Code	Renewal Description		Additional Description		
<					
Employment Restrictions					
Organization Type	Organization		County		
<					

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BOARD ACTIVITY

APPLICANT/REGISTRANT

LICENSEE

CONSUMER

FORMS/PUBLICATIONS

## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name: COLMENARES NOEMI M  
License Type: Speech-Language Pathology Assistant  
License Number: 2204  
License Status: VALID Definition  
Expiration Date: September 30, 2018  
Issue Date: November 29, 2012  
City: PLUMAS LAKE  
State: CA  
Zip: 95961  
County: YUBA  
Actions: No

### Related Licenses/Registrations/Permits

Number	Name	Type	Status	Actions
6806	MC WILLIAMS LISA JUNE	Speech Pathologist	VALID	No

### Public Disclosure

No information available from this agency

Public Record Action(s)

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BOARD ACTIVITY APPLICANT/REGISTRANT LICENSEE CONSUMER FORMS/PUBLICATIONS

## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

**Licensee Name:** COVELLO LAURA JEAN  
**License Type:** Audiologist  
**License Number:** 2323  
**License Status:** VALID Definition  
**Expiration Date:** January 31, 2020  
**Issue Date:** September 01, 2004  
**City:** RANCHO CORDOVA  
**State:** CA  
**Zip:** 95670  
**County:** SACRAMENTO  
**Actions:** No

### Related Licenses/Registrations/Permits

No records returned

### Public Disclosure

No information available from this agency

Public Record Action(s)

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Last Name: COVELLO  
First Name: LAURA  
Middle Name: JEAN

Last Known County of Employment:   
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.  
If flag displayed, click the Adverse and Commission Actions tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 060255824	Certificate of Eligibility	Administrative Services Credential	Valid	4/10/2006		4/10/2006		
170054710	Level II	Education Specialist Instruction Credential	Valid	6/1/2017	6/1/2022	8/18/2004		
170054709	Clear	Administrative Services Credential	Valid	6/1/2017	6/1/2022	8/28/2007		

&lt;

060255824

&gt;

## Subject Description

Authorization Code

Authorization Description

Major/ Minor

Added Authorization Date

&gt;

R54C

NONE

The holder of this Certificate of Eligibility has completed the requirements for the preliminary Administrative Services Credential and is authorized to seek employment in an administrative position. The preliminary credential will be issued if the holder maintains his or her valid prerequisite credential and submits (1) verification of employment in an administrative position on a form provided by the Commission, and (2) an application form and appropriate fee to the Commission on Teacher Credentialing. The fee for the preliminary credential has been established at one-half of the application fee in effect at the time the application is submitted.

&lt;

## Renewal Requirements

Please disregard any \* signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code

Additional Description

&lt;

## Employment Restrictions

Organization Type

County

&lt;



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BOARD ACTIVITY

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LICENSEE

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FORMS/PUBLICATIONS

## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

**Licensee Name:** GREY-HARDER MICHELLE CHRISTINA

**License Type:** Speech Pathologist

**License Number:** 10528

**License Status:** VALID Definition

**Expiration Date:** November 30, 2018

**Issue Date:** October 17, 1997

**City:** ELK GROVE

**State:** CA

**Zip:** 95624

**County:** SACRAMENTO

**Actions:** No

### Related Licenses/Registrations/Permits

No records returned

### Public Disclosure

No information available from this agency

Public Record Action(s)

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Last Known County of Employment:

Note: Please verify County of Employment is current if flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Adverse and Commission Actions Indicator:

Last Name: GREY-HARDER  
First Name: MICHELLE  
Middle Name: CHRISTINA

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 160195812	Clear	Clinical or Rehabilitative Services Credential	Valid	5/1/2017	6/1/2022	5/31/1997		

&lt;

Authorization/Subjects

## Subject Description

Authorization Code

Subject Code

Authorization Description

Major/ Minor

Added Authorization Date

&gt; Language, Speech and Hearing

RS6A

LSH

This document authorizes the holder to provide clinical or rehabilitative services within the authorized field or fields listed to students in grades twelve and below, including preschool, and in classes organized primarily for adults.

MAJ

&lt;

## Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code

Renewal Description

Additional Description

&gt; R20

To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.

&lt;

## Employment Restrictions

Organization Type

Organization

County

&lt;

SEARCH RESULTS FOR: ISBELL KATHERINE LOUISE



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BOARD ACTIVITY APPLICANT/REGISTRANT LICENSEE CONSUMER FORMS/PUBLICATIONS

## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

**Licensee Name:** ISBELL KATHERINE LOUISE  
**License Type:** Audiologist  
**License Number:** 3122  
**License Status:** VALID Definition  
**Expiration Date:** June 30, 2018  
**Issue Date:** April 25, 2016  
**License or Registration Class:** Dispensing Audiologist  
**Address:** CHILDREN'S CHOICE FOR HEARING & TALKING  
 11100 COLMA ROAD  
**City:** RANCHO CORDOVA  
**State:** CA  
**Zip:** 95670  
**County:** SACRAMENTO  
**Actions:** No

### Related Licenses/Registrations/Permits

Number	Name	Type	Status	Actions
1458	RAVAGO THERESA PATRICELOPEZ	Speech Language Pathology and Audiology Aide	VALID	No

### Public Disclosure

No Information available from this agency

Public Record Action(s)

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Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Known County of Employment:   
Adverse and Commission Actions Indicator:

Last Name	JUCHINSKI
First Name	TACI
Middle Name	KAY

Note: Please verify County of Employment is current.  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status table under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170025411	Clear	Education Specialist Instruction Credential	Valid	3/1/2017	3/7/2022	7/7/2006		

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>

Subject Description

Authorization Code

Subject Code

Major/ Minor

Added Authorization Date

Authorization Description

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults, if the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit; English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3

86

MAJ

NONE

ELA1

Deaf and Hard-of-Hearing

R3DH

DHH

MAJ

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary or secondary disability of deaf or hard-of-hearing or deaf-blind and services to students with a hearing loss that manifests itself in conjunction with additional disabilities including unilateral or bilateral, whether fluctuating, conductive, sensorineural, and/or auditory neuropathy, to students from birth through age 22, and classes organized primarily for adults in services across the continuum of program options available

<

Renewal Requirements

Please disregard any \* signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code

Additional Description

> R20 To receive this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.

TC Code Not Required

<

>

Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: KING  
 First Name: LUCIA  
 Middle Name: MICHELLE

Last Known County of Employment: SACRAMENTO COUNTY OFF  
 Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.  
 If flag displayed, click the Adverse and Commission Actions tab, if no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 020159490	Clear	Crosscultural, Language and Academic Development Certificate	Valid	8/14/2002		8/14/2002		
170237634	Clear	Multiple Subject Teaching Credential	Valid	1/1/2018	1/1/2023	6/22/1992		

&lt;



Subject Description

Authorization Code

Subject Code

Authorization Description

Major/ Minor

Added Authorization Date

This certificate, when held in conjunction with a prerequisite credential or permit specified in Education Code Section 44253.3, authorizes the holder to provide the following services to limited-English-proficient pupils: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults, except when the prerequisite credential or permit is a designated subjects adult education teaching credential, a children's center instructional permit, or a children's center supervision permit, in which case instruction for English language development is limited to the programs authorized by that credential or permit; and (2) specially designed content instruction delivered in English in the subjects and all the levels authorized by the prerequisite credential or permit. Education Code Section 44253.3 includes all credentials and permits that authorize instruction except emergency credentials or permits, college or university internship credentials, District Internship Certificates, Exchange Certified Employee Teaching Credentials or Sojourner Certified Employee Teaching Credentials.

S12

NONE

&lt;

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

Additional Description

> S31B This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.

TC Code Not Required

&lt;

Employment Restrictions

&lt;

Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: LIND  
First Name: LEAH  
Middle Name: COMBS

Last Known County of Employment:   
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number: 150233195  
Term: Clear  
Document Title: Education Specialist Instruction Credential  
Status: Valid  
Issue Date: 2/1/2016  
Expiration Date: 2/1/2021  
Original Issue Date: 7/7/2008  
Grade:  
Special Grade:

&gt;

&lt;

Authorization/Subjects

Subject Description

Authorization Code

Subject Code

Authorization Description

Major/ Minor Added Authorization Date

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44753.3

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary or secondary disability of deaf or hard-of-hearing or deaf-blind and services to students with a hearing loss that manifests itself in conjunction with additional disabilities including unilateral or bilateral, whether fluctuating, conductive, sensorineural, and/or auditory neuropathy, to students from birth through age 22, and classes organized primarily for adults in services across the continuum of program options available.

88

Deaf and Hard-of-Hearing

R3DH

DHH

MAJ

&lt;

&gt;

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

Additional Description

> P20 To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.

TC Code Not Required

&lt;

&gt;



Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: LEVIN
First Name: DONNA
Middle Name: CORRAINE

Last Known County of Employment:   
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170160794	Emergency	30-Day Substitute Teaching Permit	Valid	10/1/2017	10/1/2018	9/7/2006		
< 								

Subject Description	Authorization Code	Subject Code	Authorization Description	Major/ Minor	Added Authorization Date
>	P30	NONE	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit MAJ in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.		

< Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description Additional Description

> P30 To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.

< Employment Restrictions

Organization Type	Organization	County
<		



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**BOARD ACTIVITY**   **APPLICANT/REGISTRANT**   **LICENSEE**   **CONSUMER**   **FORMS/PUBLICATIONS**

## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name: MC WILLIAMS LISA JUNE  
License Type: Speech Pathologist  
License Number: 8808  
License Status: VALID Definition  
Expiration Date: January 31, 2019  
Issue Date: June 30, 1993  
City: ORANGEVALE  
State: CA  
Zip: 95662  
County: SACRAMENTO  
Actions: No

### Related Licenses/Registrations/Permits

Number	Name	Type	Status	Actions
2204	COLMENARES NOEMI M	Speech-Language Pathology Assistant	VALID	No

### Public Disclosure

No information available from this agency

Public Record Action(s)

This information is updated Monday through Friday - Last updated: MAY-02-2018

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# COMMISSION ON TEACHER CREDENTIALING

Ensuring Educator Excellence

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

## Educator Information:

Last Name: MC WILLIAMS

First Name: LISA

Middle Name: JUNE

## Document Information:

Document Number: 150175350

Document Title: Clinical or Rehabilitative Services Credential

Term: Clear

Status: Valid

Issue Date: 12/1/2015

Expiration Date: 12/1/2020

Original Issue Date: 6/1/1992

Grade:

Special Grade:

SB1969 (Title 5 §80487):

## Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Major, Minor
R56C	This document authorizes the holder to provide clinical or rehabilitative services within the authorized field or fields listed and to provide instruction and related services to individuals with a primary disability of speech and language impairment or autism, from birth through grade 12, and in classes organized primarily for adults, across the continuum of program options available pursuant to Education Code Sections 56031, 56360, and 56361. The continuum includes: regular classrooms; resource rooms; special day classrooms; special schools; home/hospital settings; correctional facilities; non-public, nonsectarian schools and agencies; and alternative instructional settings other than classrooms.	LSHS	Language, Speech and Hearing, Incl. Special Class Authorization	MAJ

## Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description
--------------	---------------------

R69

To renew this credential, the holder needs to submit only an application and fee to the Commission prior to the expiration date. The renewal period is five years.

## Employment Restrictions

91

Note: If you have questions about the information displayed below, please click here for a listing of Commission contacts.

Last Name: RAVAGO  
First Name: THERESA PATRICE  
Middle Name: LOPEZ

Now, please verify County of Employment is current  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Adverse and Commission Actions Indicator:

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170247741	Emergency	30-Day Substitute Teaching Permit	Valid	7/12/2017	8/1/2018	7/12/2017		

Subject Description	Authorization Code	Subject Code	Authorization Description	Major/ Minor	Added Authorization Date
>	P30	NONE	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit MAJ in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.		

#### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
> P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	
<	Employment Restrictions	
Organization Type	Organization	County
<		

Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: REY  
First Name: KRISTA  
Middle Name: MICHELLE

Last Known County of Employment:   
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.  
If flag displays, click the Adverse and Commission Actions tab. If no flag, no new Status field under the AD Document tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170234488	Level I	Education Specialist Instruction Credential	Valid	8/7/2017	9/1/2022	8/7/2017		
170139926	Preliminary	Multiple Subject Teaching Credential	Valid	4/20/2017	5/1/2022	4/20/2017		

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## Subject Description

Authorization Code

Subject Code

## Authorization Description

Major/ Minor

Added Authorization Date

&gt; Deaf and Hard-of-Hearing

R3DH

D-H

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary or secondary disability of deaf or hard-of-hearing or deaf-blind and services to students with a hearing loss that manifests itself in conjunction with additional disabilities including unilateral or bilateral, whether fluctuating, conductive, sensorineural, and/or auditory neuropathy, to students from birth through age 22, and classes organized primarily for adults in services across the continuum of program options available.

MAJ

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3

ELA1

NONE

MAJ

&lt;

## Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code

Renewal Description

&gt; RCC

&lt;

## Additional Description

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## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

**Licensee Name:** RUFVOLD RONDA LOUISE  
**License Type:** Speech-Language Pathology Assistant  
**License Number:** 1152  
**License Status:** VALID Definition  
**Expiration Date:** January 31, 2019  
**Issue Date:** September 03, 2009  
**City:** RANCHO CORDOVA  
**State:** CA  
**Zip:** 95670  
**County:** SACRAMENTO  
**Actions:** No

### Related Licenses/Registrations/Permits

No records returned

### Public Disclosure

No information available from this agency

Public Record Action(s)

This information is updated Monday through Friday - Last updated: MAY-02-2018

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Note: If you have questions about the information displayed below, please click here for a listing of Commission contacts.

Last Name: RUFFS/VOLD
First Name: RONDA
Middle Name: L

Last Known County of Employment:   
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.

If flag displayed, click the Adverse and Commission Actions link. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
170060435	Clear	Education Specialist Instruction Credential	Valid	8/1/2017	8/1/2022	6/1/2011		
170118915	Preliminary	Administrative Services Credential	Valid	3/20/2017	4/1/2022	3/20/2017		

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Subject Description	Authorization Code	Subject Code	Authorization Description	Major/ Minor	Added Authorization Date
>	AAAS	NONE	The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential.  The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3  This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary or secondary disability of deaf or hard-of-hearing or deaf-blind and services to students with a hearing loss that manifests itself in conjunction with additional disabilities including unilateral		9/7/2017
	ELA1	NONE			
Deaf and Hard-of-Hearing	R30H	DHH			

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Renewal Requirements

&gt;

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements

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Note: If you have questions about the information displayed below, please click here for a listing of Commission contacts

Last Known County of Employment:

Note: Please verify County of Employment is current

Adverse and Commission Actions Indicator:

Last Name: WALKER  
First Name: CHARLOTTE  
Middle Name: ANNE

If flag displayed, click the Adverse and Commission Actions tab to view any adverse action taken

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 160169646	Level I	Education Specialist Instruction Credential	Valid	4/12/2016	5/1/2021	4/12/2016		

<



#### Subject Description

Authorization Code

Authorization Description

Major/ Minor

Added Authorization Date

> Deaf and Hard-of-Hearing

R3DH

DHH

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary or secondary disability of deaf or hard-of-hearing or deaf-blind and services to students with a hearing loss that manifests itself in conjunction with additional disabilities including unilateral or bilateral whether fluctuating, conductive, sensorineural, and/or auditory neuropathy, to students from birth through age 22, and classes organized primarily for adults in services across the continuum of program options available

MAJ

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#### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements

#### Renewal Code

#### Additional Description

> RC The holder must satisfy the Basic Skills Requirement within one year of the issuance date of this document in order to be eligible to continue teaching.

REL The holder must earn a California English learner authorization

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#### Employment Restrictions

Organization Type

Organization

County

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## SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

**Licensee Name:** WASSERMANN JUDITH LYNN  
**License Type:** Speech Pathologist  
**License Number:** 8760  
**License Status:** VALID Definition  
**Expiration Date:** November 30, 2018  
**Issue Date:** May 14, 1993  
**City:** RANCHO CORDOVA  
**State:** CA  
**Zip:** 95670  
**County:** SACRAMENTO  
**Actions:** No

### Related Licenses/Registrations/Permits

No records returned

### Public Disclosure

No information available from this agency

Public Record Action(s)

This information is updated Monday through Friday - Last updated: MAY-02-2018

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Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: WASSERMANN
First Name: JUDITH
Middle Name: LYNN

Last Known County of Employment: **SACRAMENTO COUNTY OFF.**  
Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status. Help under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 170195620	Clear	Clinical or Rehabilitative Services Credential	Valid	9/1/2017	9/1/2022	5/22/1992		

## Subject Description

Authorization Code

Subject Code

Authorization Description

Major/ Minor

Added Authorization Date

> Language, Speech and Hearing, Incl. Special Class Authorization

RS6C

LSHS

This document authorizes the holder to provide clinical or rehabilitative services within the authorized field or fields listed and to provide instruction and related services to individuals with a primary disability of speech and language impairment or autism, from birth through grade 12, and in classes organized primarily for adults, across the continuum of program options available pursuant to Education Code Sections 56031, 56360, and 56361. The continuum includes: regular classrooms; resource rooms; special day classrooms; special schools, home/hospital settings, correctional facilities; non-public, nonsectarian schools and agencies; and alternative instructional settings other than classrooms.

## Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements

Renewal Code

Renewal Description

Additional Description

&gt;

R69

To renew this credential, the holder needs to submit only an application and fee to the Commission prior to the expiration date. The renewal period is five years.

&lt;

## Employment Restrictions

Organization Type

Organization

County

&lt;

Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: WRIGHT
First Name: VEREDITH
Middle Name: HANNAFORD

Last Known County of Employment:

Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current.

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
> 150103529	Preliminary	Multiple Subject Teaching Credential	Valid	5/22/2015	6/1/2020			

<

Authorization/Subjects

Subject Description

Authorization Code

Subject Code

Authorization Description

Major/ Minor

Added Authorization Date

> General Subjects (Examination)

R2M

GSX

This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.

ELA1

NONE

MAJ

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Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code Renewal Description

> R141 This credential may not be renewed. To qualify for the clean credential, the holder of this document must complete a Commission-approved induction program (including Verification of Completion by the program sponsor).

<

Additional Description

TC Code Not Required

Note: If you have questions about the information displayed below, please click [here](#) for a listing of Commission contacts.

Last Name: ZILKIE

First Name: JAMY

Middle Name: MARIE

Last Known County of Employment:

Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current!  
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review Status field under the All Documents tab to view any adverse action taken.

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
170194167	Emergency	30-Day Substitute Teaching Permit	Valid	9/1/2017	9/1/2018	4/2/2015		

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#### Subject Description

Authorization Code

Authorization Description

Major/ Minor

Added Authorization Date

>

NONE

P30

This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit MAJ in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.

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#### Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

#### Renewal Code

#### Additional Description

>

P30 To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.

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#### Employment Restrictions

Organization Type

Organization

County

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**CCHAT Center - Sacramento  
Academic Calendar  
2018-2019**

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<div>IS Inservice Day - No School</div> <div>NS No School - Holiday or Non-Duty Day</div>			<div>Parent Meetings 6:30-8:30 PM</div> <div>Minimum Day 9 AM-12:30 PM</div>																																																																																										