

Olivehurst Elementary School

Rob Gregor, Principal

Report to the Governing Board of the Marysville Joint Unified School District

December 17, 2019

Olivehurst Elementary School has begun the process of developing a shared “Mission and Vision”. We strive to meet and exceed the goals set forth by the Marysville Joint Unified District Board of Trustees and the State of California. Olivehurst Elementary has a dedicated staff that gives our students the best educational experience possible.

In particular, our focus is developing relationships, character and focusing on the academic achievement, growth and progress, and basic needs of our students. In addition, bridging the gap between school and home, in terms of overall communication. Although the level of parent involvement continues to improve, efforts to increase communication with Spanish and English speaking families remains a priority. Furthermore, maintaining a high student attendance percentage is vital for seeing better student outcomes in the classrooms and significant overall growth.

Our School Dashboard show that we have not met all of the requirements; we will continue to strive to meet those requirements. We will continue to focus on making growth, so that we can meet those requirements. Our school will need to show significant growth over the next few years to meet these goals. We are concerned about our lack of growth over the past several years and we have made a concerted effort to change this trend. Our staff set a goal of improving our PLC times and we are developing “Norms” for our meetings that help us to be accountable to each other. We meet regularly in grade level groups to focus on growth for all students. We expect to see our scores improve over the next three years. On our district and grade level tests we are seeing some improvement in both Math and ELA. We have significant room to grow in ELA and Math. Knowing that these are an area of concern, we are providing intervention to our students in ELA and Math. We have targeted students that are struggling to help them be better prepared. Teachers are using PLC time along with a daily intervention in their grade level work in Math and ELA. We have dedicated our staff meetings to developing a “Road Map” for change at Olivehurst. We believe that with a shared “Mission and Vison” we will see further growth on our overall scores.

Our teachers continue to develop their improvement plans for their students and for their grade levels. These plans will serve as a guide for tracking and modifying instruction to meet every student’s individual needs, as they attempt to master California State Standards and demonstrate these improved skills on the State Test. Teachers will continue to meet during grade

level articulation/PLC sessions to share strategies, analyze assessment data, discuss students' needs and plan lessons and interventions for all students. Teachers are using multiple measures, including classroom work, end-of-unit tests, and benchmark assessments to modify student intervention plans and determine student progress.

Communicating with parents is a goal that we wish to improve in too. Teachers have already had Parent Conferences after the first trimester and we want to continue to keep these lines of communications open. Parent-teacher conferences have yielded valuable opportunities for teachers to learn about our students. Teachers understand the importance of effective two-way communication throughout the school year. For parents unable to make conferences, efforts are made to communicate expectations via phone calls, emails and notes home in order to articulate the importance of the school to home partnership. The school continues to send phone messages to parents in the two primary languages spoken by families, Spanish and English. Parent participation levels are starting to grow as a result of Parent Meetings and ELAC meetings held monthly at Olivehurst.

This year Olivehurst has already had our "Ooky Spooky Night" and this was a huge success. Parents and families showed up at Olivehurst to celebrate our students and the harvest season. We had over 500 people show up and participate. We had our ELAC Parents make tacos for our families and they also were able to get donations for all the food and candy. Our night was a huge success and we were able to make a profit that will help send 5th and 6th graders to Shady Creek this year.

Developing our school pride is one of the reasons that families are desiring to come to Olivehurst. Teachers, support staff, parents and students all want to be part of our school community. We have developed school pride through positive interactions with many of our families. We are creating a "Family Atmosphere" at Olivehurst. When you step on our campus, you are greeted with warmth. Everyday students believe that they will succeed and they know that their achievements in academics, character, attendance and life are celebrated. Our staff takes on the challenges that are offered by our unique circumstances and they work to create successful children.

We are having a great year and we continue to show growth in all areas at Olivehurst. Our campus continues to look better each day (Thanks to grounds and maintenance!), and our teachers ensure that classroom routines and procedures allow for continual student achievement. We hope to see all of you at our site throughout the year. Please come by Olivehurst Elementary and share in our wonderful achievements as well as our continual efforts for the children of Olivehurst. They need all the love and support we can give them.

Annual Organization of Governing Board

Education Code § 35022 Every school district governing board consisting of five or more members shall, at its initial meeting and at each annual meeting, elect a president from among its members.

Education Code § 35025 The governing board of any school district may employ a person not a member of the board to act as secretary and bookkeeper for the board, and may delegate to such secretary the duties prescribed in paragraphs (a) and (c) of Section 35250.

Education Code § 35038 In any district the governing board of which is required to elect a clerk, the superintendent of schools of the county shall appoint one of the members of the governing board to fill the office of district clerk if a clerk is not elected by the governing board on the date prescribed, or if, except as provided in Section 35039, a vacancy occurs in the position of district clerk.

Education Code § 35143 The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

Education Code § 72000(c)(2)(A) makes the same provision for a community college district.

CERTIFICATION

School District: Marysville Joint Unified School District

Name of trustee elected district clerk:

Mailing address of clerk for official mail:

Name of trustee elected president:

Name of employee appointed secretary: Gary Cena

Who will receive official mail? ☐ Clerk ☒ Secretary

Regular monthly meeting day/s: 2nd & 4th Tuesdays

Regular time of meeting: 5:30 p.m.

Regular meeting place: District Office Board Room (1919 B Street, Marysville, CA 95901)

Adopted at the annual meeting of the governing board on 12/17/19

Signed (Clerk, Secretary) _____

Please note that the County Superintendent should be notified of any change in regular meetings and that signatures of all authorized officials should be on file in the Office of the County Superintendent.

BOARD MEETING DATES

2020

2nd and 4th Tuesdays unless otherwise stated

~~1/14/20~~ (canceled)

1/28/20

2/11/20

2/25/20

3/10/20

3/24/20

~~4/14/20~~ (canceled)

4/28/20

5/12/20

5/26/20

~~6/9/20~~ (canceled)

6/16/20

6/23/20

~~7/14/20~~ (canceled)

7/21/20

~~7/28/20~~ (canceled)

8/11/20

8/25/20

9/8/20

9/22/20

10/13/20

10/27/20

11/10/20

~~11/24/20~~ (canceled)

~~12/8/20~~ (canceled)

12/15/20

~~12/22/20~~ (canceled)

[All meetings start at 5:30 p.m. and are held in the District Board Room unless otherwise specified.]

OFFICE OF THE SUPERINTENDENT OF SCHOOLS
YUBA COUNTY
SCHOOL BOARD AUTHORIZATION FORM

TO: MEMBERS OF SCHOOL BOARDS OF TRUSTEES
YUBA COUNTY SCHOOL DISTRICTS

Education Code §42632 and §42633 (§85232 & 85233 for Yuba College only) sets out the requirements for the filing with the County Superintendent of Schools the verified signature of each person, including members of the Board authorized to sign orders for the Board.

I hereby request that you fulfill the provisions of the above referenced code sections by completing the following:

1. We, members of the **Marysville Joint Unified** District Board of Trustees hereby authorize **Gary Cena** to sign orders drawn on the funds of the School District.
2. Verified signatures and occupation of Governing Board Members of the **Marysville Joint Unified School** District.

If you wish to authorize the clerk or secretary of the Board or an employee to sign all warrants and orders in the name of the Board, then have them sign below, and members of the Board approving this action please sign on the line provided.

Signature of person(s) authorized to sign warrants: _____

Signatures below are the verified signatures of the members of the Board of Trustees for calendar year 2020.

- | | |
|-----------------------------------|-------|
| 1. _____ President's Signature | _____ |
| 2. _____ Clerk's Signature | _____ |
| 3. _____ Member | _____ |
| 4. _____ Member | _____ |
| 5. _____ Member | _____ |
| 6. _____ Member | _____ |
| 7. _____ Member | _____ |

Please retain one copy for your files and return original to Halee Pomeroy, Yuba County Office of Education, 935 14th Street, Marysville, CA 95901.

5



State of California Secretary of State

STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING (Government Code section 53051)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐ Update ☒

(Office Use Only)

Legal name of Public Agency: Marysville Joint Unified School District

Nature of Update: Election of new officers

County: Yuba

Official Mailing Address: 1919 B Street, Marysville, CA 95901

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): President

Name: _____ Address: _____

Secretary or Clerk (Indicate Title): Clerk

Name: _____ Address: _____

Members:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

12/17/19

Date

NAME MJUSD Attention: Lisa Mejia

ADDRESS 1919 B Street

CITY/STATE/ZIP Marysville, CA 95901

Signature

Lisa Mejia, Executive Assistant
Typed Name and Title

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2210018

Marysville High School - 288075
12 E 18th St
Marysville, CA 95901-3751
Contact: Shevaun Mathews - (530) 741-6180
Email: smathews@mjsud.k12.ca.us

Reference ID: 439625
Created: 11/08/2019

Quote Summary

School Count: 1

| | |
|---------------------------------------|-----------------------|
| Renaissance Products & Services Total | \$1,498.50 |
| Shipping and Processing | \$0.00 |
| Sales Tax | \$0.00 |
| Grand Total | USD \$1,498.50 |



This quote includes: Renaissance Star 360.

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.


Please check here if your organization requires a purchase order prior to invoicing: []

| | |
|---|--|
| Renaissance Learning, Inc. | Marysville High School - 288075 |
|  | By:  |
| Name: Ted Wolf | Name: Penny Lauseng |
| Title: VP - Corporate Controller | Title: Asst. Supt. of Business Services |
| Date: 11/08/2019 | Date: 12-4-19 |
| | Invoice Date: |

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Carrie Gruber at (877)988-8043, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

Business Services Department
Approval: 
Date: 12/4/19

RENAISSANCE®

Quote

2210018

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2210018

Quote Details

Marysville High School - 288075

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|-------------------------------------|-------------------------|----------|------------|---------------|-------------------|
| Renaissance Applications | | | | | |
| Star 360 Subscription Add-On | 12/01/2019 - 06/30/2020 | 185 | \$8.10 | \$0.00 | \$1,498.50 |
| Marysville High School Total | | | | \$0.00 | \$1,498.50 |

©Copyright 2019 Renaissance Learning, Inc. All rights reserved.

All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Math, Accelerated Reader, Accelerated Reader 360, AccelScan, AccelTest, English in a Flash, Freckle, MathFacts in a Flash, myIGDIs, myON, myON Books, myON Reader, myON News, Renaissance, Renaissance Flow 360, Renaissance Learning, Renaissance Place, Renaissance-U, Renaissance Smart Start, Star, Star 360, Star Custom, Star Early Literacy, Star Early Literacy Spanish, Star Math, Star Math Spanish, Star Reading, Star Reading Spanish, and Star Spanish, are trademarks of Renaissance Learning, Inc. All other product and company names should be considered the property of their respective companies and organizations.



CONTRACT SERVICES AGREEMENT

Dr. Sara Rice Schiff, Ph.D., Independent Evaluator, Licensed Clinical Psychologist

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into October 9, 2019 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Dr. Schiff an Independent Evaluator in private practice and contracted for the purposes of two Independent Evaluations per parent request (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, CONTRACTOR agrees to perform services necessary for the Independent Evaluations. The work includes and is not limited to necessary travel cost, direct and indirect assessment time, records review, parent and staff interview, and attendance at necessary IEP meetings. For the purposes of this Agreement the aforementioned services and tasks shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term based on the conclusion of the IEP meetings in which results and recommendations are presented, not to exceed the date of June 30, 2020
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule, which is approximately \$6,000.00 per evaluation.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of \$6, 000.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Executive Director of Special Education. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR upon completion of the work within 30 calendar days and as invoiced by the contractor.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore,

CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Executive Director of Special Education (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Dr. Schiff to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Attn: Dr. Sara Rice Schiff
Email: srpneuropsych@gmail.com
1920 Olympic Blvd. Suite 225
Walnut Creek, CA 94596
925-818-4236

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Penny Lauseng, Assistant Superintendent Business Services
Phone: 530-749-6114

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Penny Lauseng, Assistant Superintendent of
Business Services

Dr. Sara Rice Schiff
Clinical Neuropsychologist, CA PSY20393

By: _____



CONTRACT SERVICES AGREEMENT

Dr. Sara Rice Schiff, Ph.D., Independent Evaluator, Licensed Clinical Psychologist

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into October 9, 2019 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Dr. Schiff an Independent Evaluator in private practice and contracted for the purposes of two Independent Evaluations per parent request (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, CONTRACTOR agrees to perform services necessary for the Independent Evaluations. The work includes and is not limited to necessary travel cost, direct and indirect assessment time, records review, parent and staff interview, and attendance at necessary IEP meetings. For the purposes of this Agreement the aforementioned services and tasks shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of October 9, 2019- June 30, 2020 based on the conclusion of the IEP meetings in which results and recommendations are presented, not to exceed the date and final invoice payment date of January 30, 2020
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule, which is approximately \$6,000.00 per evaluation.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of \$6, 000.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Executive Director of Special Education. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR upon completion of the work within 30 calendar days and as invoiced by the contractor.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore,

CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Executive Director of Special Education (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Dr. Schiff to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Attn: Dr. Sara Rice Schiff
Email: srpneuropsych@gmail.com
1920 Olympic Blvd. Suite 225
Walnut Creek, CA 94596
925-818-4236

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Penny Lauseng, Assistant Superintendent Business Services
Phone: 530-749-6114

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

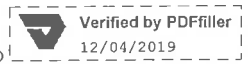
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: Penny Lauseng 12-6-19
Penny Lauseng, Assistant Superintendent of
Business Services

Dr. Sara Rice Schiff
Clinical Neuropsychologist, CA PSY20393

By: Sara Rice Schiff, Ph.D.  Verified by PDFfiller
12/04/2019



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 14th day of November, 2019, by and between **Marysville Joint Unified School District** located at 1919 B Street Marysville, CA 95901, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Staffing Sacramento, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Avenue #235 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 7.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

26

- 1) Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law, to be presented to EDUCATIONAL INSTITUTION Administrator upon request.
- 3) Meet MAXIM and EDUCATIONAL INSTITUTION conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, and any other applicable hiring criteria, documentation of which will be kept in the MAXIM employee file.
- 4) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 5) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 6) Completed MAXIM standard OSHA and HIPAA training.
- 7) Complete state-specific background checks, as defined by educational code.
- 8) MAXIM will complete documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency Medicaid reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.
- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.5 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%). Notwithstanding Section 3.6, EDUCATIONAL INSTITUTION may hire any Personnel provided by MAXIM once Personnel have completed a minimum number of hours of work for EDUCATIONAL INSTITUTION through MAXIM, according to the Conversion Table in Attachment A.
- Section 3.6 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by

MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.7 Per Diem or Short Term Staff Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.8 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.9 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
ATTN: Payroll**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. TRAVEL SERVICES

- Section 6.1** **Travel Services.** In addition to the Services outlined herein, MAXIM provides supplemental travel staffing services and agrees to assign such personnel ("Travel Personnel") to work such specified assignments as agreed to by the Parties. To the extent Travel Personnel are assigned, the terms of this Article shall apply.
- Section 6.2** **Interviews.** MAXIM will provide EDUCATIONAL INSTITUTION with names of Travel Personnel interested in traveling assignments and provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Travel Personnel prior to accepting such Travel Personnel for assignment. If EDUCATIONAL INSTITUTION requests a face-to-face interview, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel and lodging. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Personnel recruited by MAXIM, before said Travel Personnel provide Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Travel Personnel fails to meet his/her requirements. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Travel Personnel.
- Section 6.3** **Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.
- Section 6.4** **Travel Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Travel Personnel within fourteen (14) days from the date of notification.
- Section 6.5** **Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Travel Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM during the term of this Agreement.
- Section 6.6** **Travel Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Travel Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 6.7 Travel Personnel Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 6.8 Confirmations. Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Travel Personnel to work a specific assignment. Assignment Confirmations (Exhibit B) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the EDUCATIONAL INSTITUTION and MAXIM. In the event that EDUCATIONAL INSTITUTION fails to respond to the Assignment Confirmation within two (2) business days, the EDUCATIONAL INSTITUTION will be deemed to have accepted the terms in said Assignment Confirmation and EDUCATIONAL INSTITUTION will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

Section 6.9 Incorporation of Assignment Confirmations. EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. GENERAL TERMS

Section 7.1 Independent Contractors. MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 7.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 7.3 Indemnification. MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.

Section 7.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 7.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

| | |
|--|--|
| Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 ATTN: Administrator | Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department |
|--|--|

COPY TO:

Maxim Staffing Solutions
1050 Fulton Avenue #235
Sacramento, CA 95825
ATTN: **Greg Johnson**

Section 7.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 7.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 7.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 7.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

- Section 7.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 7.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 7.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 7.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 7.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 8. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 8.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION,

MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 8.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

Signature

Penny Lauseng

Printed Name & Title

Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A

M. Bp McGee

bramcgee@maxhealth.com

Signature

Brandon McGee Asst. Controller

Printed Name & Title

11/19/2019

Date

ATTACHMENT A

Marysville Joint Unified School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective 14th November 2019:

| Service | Rate |
|--|--------------|
| LVN / RN | \$53 |
| District RN | \$80-\$100 |
| Occupational Therapist | \$80 - \$110 |
| Physical Therapist | \$80 - \$110 |
| Speech Language Pathologist | \$80 - \$110 |
| School Psychologist | \$80 - \$125 |
| Certified Occupational Therapist Assistant | \$65 |
| Physical Therapist Assistant | \$65 |
| Speech Language Pathologist Assistant | \$65 |
| Para Professional | \$45 |
| Special Education Teacher | \$85 |
| | |
| | |
| | |
| | |
| | |

***** EDUCATIONAL INSTITUTION** acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training and employing Personnel to provide Services to EDUCATIONAL INSTITUTION as well as recruiting challenges for identifying Personnel who are willing and able to work for less than four (4) hour shifts. As such, EDUCATIONAL INSTITUTION agrees that it will make commercially reasonable efforts to schedule Personnel for a minimum of four (4) hour shifts for the positions noted above.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

Signature

Penny Lauseng

Printed Name & Title

Date

Maxim Staffing Solutions / Sacramento:

Bp McGee

bramcgee@maxhealth.com

Signature

Brandon McGee Asst. Controller

Printed Name & Title

11/19/2019

Date

EXHIBIT B: 2019-2020 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on 11/06/19 or 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 June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School Sierra School Upper-Marconi

LEA Case Manager: Name Adam Pitts/ Jessica Guth Phone Number 530-749-6171

Pupil Name [REDACTED] (Last) [REDACTED] (First) [REDACTED] (M.I.) Sex: M ☐ F ☐ Grade: 10th

Address [REDACTED] City Marysville State/Zip 95901

DOB 11/09/03 Residential Setting: X ☐ Home ☐ Foster ☐ LCI # [REDACTED] ☐ OTHER [REDACTED]

Parent/Guardian [REDACTED] Phone (510) [REDACTED] () (Residence) () (Business)

Address [REDACTED] City Marysville State/Zip 95901
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ 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: 180 during the regular school year
20 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: 157.22

Estimated Number of Days 140 x **Daily Rate** 157.00 = **PROJECTED BASIC EDUCATION COSTS** \$21,980

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 | | | | | | | |
| 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) | | X | | 30 min 1x/week | \$65/hour | 9 | \$292.50 |
| Counseling and guidance (515). | | X | | 30 min 1x/week | included | - | - |
| 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) | | | | | | | |
| 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 | | | | | | | |

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$21,980

37

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$21,980

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 08/02/2019

6. Progress Reporting X 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-

Sierra Upper Extension

Marysville Joint Unified School District

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Courtney Galli 11/13/2019
(Signature) (Date)

Penny Lausong 12-6-19
(Signature) (Date)

Courtney Galli, Director
(Name and Title)

Penny Lausong
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOIN UNIFIED SCHOOL

LEA

DISTRICT

Contract Year 2019-2020

☒

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.

TABLE OF CONTENTS

| <u>I. GENERAL PROVISIONS</u> | <u>Page</u> |
|--|-------------|
| 1. MASTER CONTRACT | 1 |
| 2. CERTIFICATION AND LICENSES | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS | 2 |
| 4. TERM OF MASTER CONTRACT | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT | 3 |
| 7. DEFINITIONS | 4 |
| <u>II. ADMINISTRATION OF CONTRACT</u> | |
| 8. NOTICES | 5 |
| 9. MAINTENANCE OF RECORDS | 5 |
| 10. SEVERABILITY CLAUSE | 6 |
| 11. SUCCESSORS IN INTEREST | 6 |
| 12. VENUE AND GOVERNING LAW | 6 |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6 |
| 14. TERMINATION | 6 |
| 15. INSURANCE | 6 |
| 16. INDEMNIFICATION AND HOLD HARMLESS | 8 |
| 17. INDEPENDENT CONTRACTOR | 9 |
| 18. SUBCONTRACTING | 9 |
| 19. CONFLICTS OF INTEREST | 10 |
| 20. NON-DISCRIMINATION | 10 |
| <u>III. EDUCATIONAL PROGRAM</u> | |
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION | 10 |
| 22. GENERAL PROGRAM OF INSTRUCTION | 11 |
| 23. INSTRUCTIONAL MINUTES | 12 |
| 24. CLASS SIZE | 12 |
| 25. CALENDARS | 13 |
| 26. DATA REPORTING | 13 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING | 14 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS | 14 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS | 14 |
| 31. STUDENT DISCIPLINE | 16 |
| 32. IEP TEAM MEETINGS | 16 |
| 33. SURROGATE PARENTS AND FOSTER YOUTH | 17 |
| 34. DUE PROCESS PROCEEDINGS | 17 |
| 35. COMPLAINT PROCEDURES | 17 |
| 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS | 17 |
| 37. TRANSCRIPTS | 18 |
| 38. STUDENT CHANGE OF RESIDENCE | 18 |
| 39. WITHDRAWAL OF STUDENT FROM PROGRAM | 18 |

| | |
|---|----|
| 40. PARENT ACCESS | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT | 19 |
| 42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS | 20 |
| 43. STATE MEAL MANDATE | 20 |
| 44. MONITORING | 20 |
| IV. <u>PERSONNEL</u> | |
| 45. CLEARANCE REQUIREMENTS | 21 |
| 46. STAFF QUALIFICATIONS | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS | 22 |
| 48. STAFF ABSENCE | 23 |
| 49. STAFF PROFESSIONAL BEHAVIOR | 23 |
| V. <u>HEALTH AND SAFETY MANDATES</u> | |
| 50. HEALTH AND SAFETY | 23 |
| 51. FACILITIES AND FACILITIES MODIFICATIONS | 24 |
| 52. ADMINISTRATION OF MEDICATION | 24 |
| 53. INCIDENT/ACCIDENT REPORTING | 24 |
| 54. CHILD ABUSE REPORTING | 24 |
| 55. SEXUAL HARASSMENT | 24 |
| 56. REPORTING OF MISSING CHILDREN | 25 |
| VI. <u>FINANCIAL</u> | |
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES | 25 |
| 58. RIGHT TO WITHHOLD PAYMENT | 26 |
| 59. PAYMENT FROM OUTSIDE AGENCIES | 27 |
| 60. PAYMENT FOR ABSENCES | 27 |
| 61. INSPECTION AND AUDIT | 28 |
| 62. RATE SCHEDULE | 29 |
| 63. DEBARMENT CERTIFICATION | 29 |
| EXHIBIT A: RATES | 31 |
| EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT | 33 |

2019-2020

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 September 19, 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 September 19, 2019 to June 30, 2020 (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 June 30, 2020. 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.

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.

45

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

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

54

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.

SS

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.

56

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 (10th) 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

58

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.

59

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.



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.

63

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

64

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.

65

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

66

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 31st 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.

67

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.

68

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 (10th) 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

69

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) 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 19th of September, 2019 (date of 3rd birthdate) and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.


CONTRACTOR

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

By:  12/6/19
Signature Date
Laura Covello Director
Name and Title of Authorized Representative

LEA

Marysville Joint Unified School District
LEA Name

By:  12-6-19
Signature Date
Penny Lauseng, Assistant Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

| | | |
|--|-------|--------------|
| Laura Covello, Executive Director | | |
| Name and Title | | |
| Children's Center for Hearing and Learning, Sacramento | | |
| Nonpublic School/Agency/Related Service Provider | | |
| 11100 Coloma Road | | |
| Address | | |
| Rancho Cordova | CA | 95670 |
| City | State | Zip |
| 916-361-7290 | | 916-361-8613 |
| Phone | Fax | |
| laurac@cchatsacramento.org | | |
| Email | | |

Notices to LEA shall be addressed to:

| | | |
|--|-------|--------------|
| Toni Vernier, Executive Director | | |
| Name and Title | | |
| Marysville Joint Unified School District | | |
| LEA | | |
| 1919 B Street | | |
| Address | | |
| Marysville | CA | 95901 |
| City | State | Zip |
| 530-749-6180 | | 530-741-7850 |
| Phone | Fax | |
| tvernier@mjuds.com | | |
| Email | | |

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2019-2020 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: \$30,796.00

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) 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>44.56</u> | <u>per</u> |
| <u>Language and Speech (415)</u> | <u>included in daily rate</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>73</u> <u>included in daily rate</u> | |

| | | |
|--|--|--|
| Specialized Vision Services (725) | | |
| Orientation and Mobility (730) | | |
| Specialized Orthopedic Services (740) | | |
| Reader Services (745) | | |
| Transcription Services (755) | | |
| Recreation Services, Including Therapeutic (760) | | |
| College Awareness (820) | | |
| Work Experience Education (850) | | |
| Job Coaching (855) | | |
| Mentoring (860) | | |
| Travel Training (870) | | |
| Other Transition Services (890) | | |
| Other (900) | | |
| Other (900) | | |

EXHIBIT B: 2019-2020 ISA

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

This agreement is effective on September 19, 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 June 30, 2020.

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: preK
(Last) (First) (M.I.)

Address Jr. City Olivehurst State/Zip CA/95961

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

Parent/Guardian ya Phone (530) 812-2394 (_____)
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 270 day during the regular school year
270 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year
3. *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: _____

Estimated Number of Days 200 x Daily Rate 153.98 = PROJECTED BASIC EDUCATION COSTS \$30,796.00

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 | | | | | |
| 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) | | | | | | | |

75

| 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) | | | | | | | |
| 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 | | | | | | | |

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

76

EXHIBIT B: 2019-2020 ISA

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

This agreement is effective on September 19, 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 June 30, 2020.

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 Izel Sex: ☐ M ☒ F Grade: preK
(Last) (First) (M.I.)

Address r. City Olivehurst State/Zip CA/95961

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

Parent/Guardian C aya Phone (530) 812-2394 (_____)
(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: 270 day during the regular school year
270 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
20 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: _____

Estimated Number of Days 200 **x Daily Rate** 153.98 **= PROJECTED BASIC EDUCATION COSTS** \$30,796.00

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 | | | | | |
| 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) | | | | | | | |
| 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 | | | | | | | |

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

78

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$30,796.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT ratified BY THE GOVERNING BOARD ON December 17, 2019 for September 19, 2019

6. Progress Reporting Requirements: Quarterly Monthly Other
(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-

(Name of Nonpublic School/Agency)

MJUSD

(Name of
LEA/SELPA)

Laura Covello 12/16/19
(Signature) (Date)

Laura Covello Director
(Name and Title)

Penny Lauseng 12-16-19
(Signature) (Date)

Penny Lauseng, Assi. Supt. of Business Services
(Name of Superintendent or Authorized Designee)

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 30,796.⁰⁰

4. Other Provisions/Attachments:

5. MASTER CONTRACT ratified BY THE GOVERNING BOARD ON December 17, 2019 for September 19, 2019

6. Progress Reporting Requirements: Quarterly Monthly Other
(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-

CCHAT Center

(Name of Nonpublic School/Agency)

(Name of
LEA/SELPA)

(Signature)

12-4-19

(Date)

(Signature)

(Date)

Laura Covello, Director

(Name and Title)

(Name of Superintendent or Authorized Designee)



CCHAT Center

Children's Choice for Hearing & Talking

CONTRACT INFORMATION

2019-2020

**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 2019-2020

Date: April 26, 2019

To support contract preparation for the 2019-2020 school year, please find the following items enclosed:

- School certification
- Staff credentials
- Proof of insurance (auto, liability and workers compensation)
- Population served by age and disability
- Educational rates
- Federal I.D. number
- School calendar
- School hours for the regular and the extended school year
- Listing of services provided for day students
- List of board of directors
- Therapy and frequency of services provided by whom
- Fingerprinting verification
- Student/certificated teacher ratio
- Other support staff

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

82

**Non Public School Information
2019-2020 School Year**

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

Contact Person: **Laura Covello** Title: **Executive 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**

Students Served: Age: **BIRTH-3RD 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**
- ✓ **Adult to student ratio 1:6 (instructional aide.)**

Daily Rate \$: **\$153.98** Transportation Rate: \$ **N/A**

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

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

Number of Minutes:

- **K-3rd – 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/ 15 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 \$20.00/hour**



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION

Date: November 05, 2018

NPS ID: 34-67330-7099450

Nonpublic School: CCHAT Center-Sacramento

Site Administrator: Laura Covello

Site Address: 11100 Coloma Road

City: Rancho Cordova CA 95670

Grades: EE to 3 Approved Classrooms: 7 Student Gender: Coed

2019 CERTIFICATION STATUS:

APPROVED

☐ Amended

EFFECTIVE DATES:

January 01, 2019, through December 31, 2019

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

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

Authorized to Provide the Following Related Services:

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

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.

Focused Monitoring and Technical Assistance VI Unit
Special Education Division

85

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
 - Elizabeth Baruch, SLP
 - Lauren Gius, SLP
 - 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
Children's Choice for Hearing & Talking

RATE SHEET

Designated Instructional Services

2019-2020 School Year

Day Program **\$153.98**
Includes individual aural rehabilitation,
or speech therapy, audiology (as needed) and parent education.

Parent/Infant Program
Individual Speech Services (50 minutes) **\$ 91.35**
Baby & Me Class (1 hour/week) **\$ 45.67**
Audiology (per session) **\$150.00**

Mileage Rate (School Site Visit)

- \$0.58 per mile/round trip school transporting rate.

Population Served by Age & Disability:

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

Disability:

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



CCHAT Center

Children's Choice for Hearing & Talking

IEE Rate Sheet

2019-2020 School Year

| | |
|---|---------------|
| Speech & Language Therapy *Includes Report | \$ 600.00 |
| Deaf/Hard of Hearing Consultative Services | \$120.00/Hour |
| Deaf/Hard of Hearing Assessment *Includes Report | \$600 |
| Audiology | |
| Audiological Evaluation *Includes Report | \$150.00 |
| Consultation | \$120.00 |
| Auditory Processing Disorder Evaluation *Includes Report | \$650.00 |
| Mileage/Transportation Rate (IRS Rate) | \$0.58/Mile |
| Travel Time | \$2.00/Minute |
| IEP/Meeting Time | \$120/Hour |

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 the 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 26 day of April, 2019, in Rancho Cordova, California.

Signature:



Printed Name:

Laura Covello

Title:

Executive Director

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 26 day of April, 2019, in Rancho Cordova, California.



Signature: _____

Printed Name: Laura Covello

Executive Director
Title: _____

Reporting Missing Children Requirements Acknowledgement Form

From: CCHAT Center

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.



Name:

Laura Covello, Executive Director

Date:

April 26, 2019

Agency:

CCHAT Center

RETURN THIS FORM TO PLACING DISTRICT OR SELPA

Re: FINGERPRINTING PROCEDURES

Date: April 26, 2019

At the June 1998 negotiating meetings with the four SELPAs, we asked that you honor our request that NPS/NPA have the responsibility to conduct background checks on all employees prior to employment.

We would like to incorporate the following paragraph into the official packets presented to us at the May 2011 meetings:

The CCHAT Center 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 subdivision © of Section 1192.7 of the California Penal Code. 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 Education Code Section 44011.

Please sign below that you agree to abide by the stated fingerprinting procedures:



Name: Laura Covello, Executive Director

Date: April 26, 2019

Agency: CCHAT Center

92

CCHAT Center - Sacramento

Academic Calendar

2019-2020

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| SEPTEMBER | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

- 4 August
 - 26 Inservice
 - 27 First Day of School
- 20 September
 - 2 Labor Day Holiday
 - 5 Back to School Night

| OCTOBER | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| NOVEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

- 22 October
 - 14 Columbus Day
- 14 November
 - 1 Inservice
 - 11 Veteran's Day
 - 22 Minimum Day
 - 25-29 Thanksgiving Break

| DECEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| JANUARY | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

- 15 December
 - 18 Holiday Program
 - 20 Minimum Day
 - 23-31 Winter Break
- 18 January
 - 1-6 Winter Break
 - 20 MLK Day Holiday

| FEBRUARY | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

| MARCH | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

- 19 February
 - 17 President's Day Holiday

| APRIL | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| MAY | | | | | | |
|-----|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

- 22 March
- 16 April
 - 3 Minimum Day
 - 6-13 Spring Break
- 20 May
 - 25 Memorial Day Holiday

| JUNE | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| JULY | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

- 10 June
 - 10 Variety Show
 - 12 Last Day of School/ Minimum Day
 - July
 - ESY Dates TBD

180 Days in School

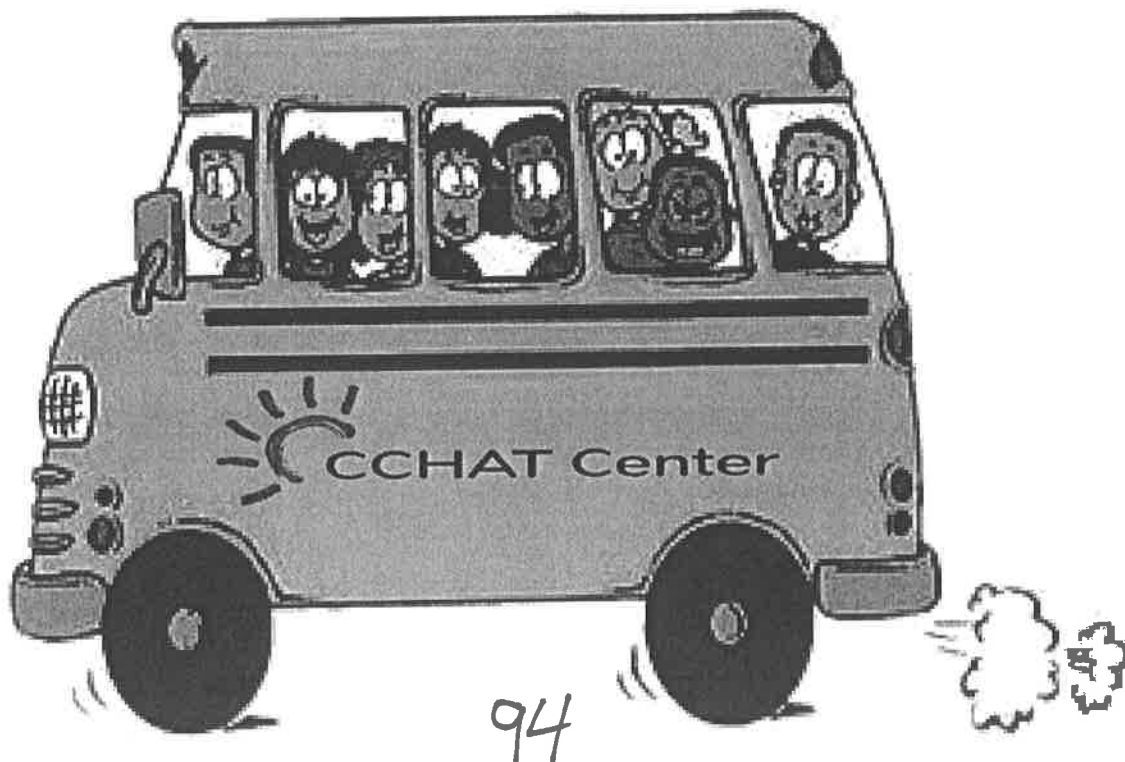
IS Inservice Day - No School
NS No School - Holiday or Non-Duty Day

M Parent Meetings 6:30-8:30 PM
Minimum Day 9 AM-12:30 PM

93

CCHAT Center 2019-2020 BELL Schedule

| <u>CLASS</u> | <u>DAYS</u> | <u>TIME</u> |
|----------------|-------------|--------------------|
| Toddler AM | Daily | 9:00 AM – 11:30 AM |
| 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 | Daily | 9:00 AM – 11:00 AM |



Elizabeth Marwaha, Au.D. – Chairperson

(term exp. 2019)

Audiologist

9039 Reliance Court

Sacramento, CA 95829

Cell: 916-320-6200

lisa.marwaha@comcast.net**John Porteous – Past Chairperson**

(term exp. 2020)

Co-Founder Principle Faucets

1489 Rose Glen Drive

Roseville, CA 95661

Cell text message: 619-993-5031

johnoporteous@gmail.com**Bindu Jaduram – Treasurer** (term exp. 2021)

VP, Regional Manager

Tri Counties Bank

2999 Douglas Boulevard

Roseville, CA 95661

Cell: 530-592-9769

bindujaduram@tcbk.com**Diane Durston – Secretary** (term exp. 2019)

Retired Deaf/Hard of Hearing Teacher

11522 Mother Lode Circle

Gold River, CA 95670

Cell: 916-591-5339

dianedurston@gmail.com**Anne Harry** (term exp. 2020)

Self-Employed, Harry Ranch/Alumni Parent

8810 Eschinger Road

Elk Grove, CA 95757

Cell: 916-206-2867

aharry@frontiernet.net**Jeanie Simpson** (term exp. 2021)

Retired School Teacher/Alumni Grandparent

3415 Oakcreek Drive

Rocklin, CA 95677

Cell: 916-390-0272

jenelsim@sbcglobal.net**Julia Ahlquist Tanner, Au.D.** (term exp. 2021)

Audiologist, The Hearing Solution

650 University Avenue, Suite 108

Sacramento, CA 95825

Cell: 916-712-6451

Work: 916-646-2471

julia@thehearingsolution.com**Ranjana Singhal** (term exp. 2019)

Clinical Development Engineer

UC Davis Medical Center/Alumni Parent

Clinical Engineering Department

Main Hospital, Suite 0630

2315 Stockton Boulevard

Sacramento, CA 95817

Cell: 916-367-3235

Work: 916-734-4775

ranjanasinghal@hotmail.com**Ben Balough, M.D.** (term exp. 2020)

Staff Surgeon, Otology, Neurotology & Skull Base Surgery

The Permanente Medical Group

7300 Wyndham Drive

Sacramento, CA 95823

Cell: 916-539-8172

benbalough@gmail.com**Erika Fatula** (term exp. 2022)

McCoy Fatula, APC

4552 Garfield Avenue

Carmichael, CA 95608

Cell: 443-521-3408

erika.olsen87@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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CHILDREN'S CHOICE FOR HEARING AND TALKING SACRAMENTO

2 Business name/disregarded entity name, if different from above
CCHAT CENTER

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11100 COLOMA ROAD

6 City, state, and ZIP code
RANCHO CORDOVA, CA 95670

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|--|
| | | | - | | | - | | | | |
|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 6 | - | 1 | 3 | 6 | 2 | 2 | 9 | 4 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Samuel Crutcher* Date ► January 1, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual | Individual/sole proprietor or single-member LLC |
| • Sole proprietorship, or | |
| • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | |
| • LLC treated as a partnership for U.S. federal tax purposes, | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or | |
| • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

98

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

100

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

101

CCHAT Center

11100 Coloma Road • Rancho Cordova, CA 95670 • (916) 361-7290 • Fax: (916) 361-8613 • info@cchat-sacramento.org • www.cchat-sacramento.org

To: Contracting Local Education Agencies

From: Laura Covello, Director
CCHAT Center – Sacramento

Re: NPS/NPA Credentialed Staff Updates for the 2018-2019 School Year

Date: March 8, 2019

Attached, please find an updated list of licensed and credentialed personnel for the 2018-2019 school year.

Please contact me if you have questions or need additional information.

Classroom Teachers and Clearance Update Information

NPS Name: CCHAT Center

Date of Submission: 3/8/2019

Please include former names in parentheses if it appears different on the credential.

Primary Disabling Conditions

| Last Name | First Name | Credential Type | Credential Expiration Date | Assigned Classroom | Hire Date | Department of Justice Clearance Date | Tuberculosis Clearance Date | Full-Time | Part-Time | AUT | DB | DEAF | ED | EMD | HH | HI | ID | MD | OI | OHI | SLD | SLI | TBI | VI |
|------------|------------|---|----------------------------|--------------------|-----------|--------------------------------------|-----------------------------|-----------|-----------|-----|----|------|----|-----|----|----|----|----|----|-----|-----|-----|-----|----|
| Baruch | Elizabeth | Speech Language Pathology Services Credential | 5/1/23 | SLP | 8/20/18 | 8/21/18 | 9/27/18 | X | | | | | | | | | | | | | X | | | |
| Cardoso | Krystal | 30 Day Substitute Permit | 7/1/19 | SUB | 8/22/17 | 5/9/17 | 4/26/17 | X | | | | | | | | | | | | | | | | |
| Covello | Laura | Education Specialist & Administrative Services Credential | 6/1/22 | DHH | 8/23/04 | 11/6/12 | 1/22/17 | X | | | | X | | | X | X | | | | | | | | |
| Durston | Diane | Special Education Clinical | Life | DHH | 1/1/00 | 1/17/14 | 10/13/17 | | X | | X | X | | | X | X | | | | | | | | |
| Harder | Michelle | Rehabilitative Services | 6/1/22 | SLP | 1/1/00 | 1/14/14 | 10/1/18 | X | | | | | | | | | | | | | X | | | |
| Juchcinski | Taci | Education Specialist | 3/1/22 | DHH | 7/9/08 | 1/16/14 | 5/16/16 | X | | | | X | | | X | X | | | | | | | | |
| King | Licia | Multiple Subject 30 Day Substitute Permit | 1/1/23 | SUB | 7/9/08 | 1/16/14 | 8/17/17 | X | | | | | | | | | | | | | | | | |
| Levin | Donna | Education Specialist | 10/1/19 | SUB | 1/1/06 | 1/22/14 | 7/27/18 | | X | | | | | | | | | | | | | | | |
| Lind | Leah | Education Specialist | 2/1/21 | DHH | 3/26/04 | 1/16/14 | 9/14/18 | X | | | | X | | | X | X | | | | | | | | |
| McNamara | Melissa | Education Specialist Clinical | Pending | DHH | 2/19/19 | 1/15/16 | 9/3/17 | X | | | | | | | | | | | | | | | | |
| McWilliams | Lisa | Rehabilitative Services | 12/1/20 | SLP | 7/17/00 | 1/14/14 | 5/11/16 | X | | | | | | | | | | | | | X | | | |
| Rey | Krista | Education Specialist | 9/1/22 | DHH | 7/10/17 | 12/21/16 | 6/30/17 | X | | | | X | | | X | X | | | | | | | | |
| Rufsvold | Ronda | Education Specialist & Administrative Services Credential | 8/1/22 | DHH | 8/1/16 | 2/26/14 | 10/13/17 | X | | | | X | | | X | X | | | | | | | | |
| Sanchez | Dolores | 30 Day Substitute Permit | 1/1/20 | SUB | 1/8/19 | 12/11/18 | 1/4/19 | | X | | | | | | | | | | | | | | | |

NPS Name: CCHAT Center

Date of Submission: 3/8/2019

Please include former names in parentheses when different on the license. The services selected below must match the services selected on NPS03. Include all employees (administration, classroom aides, volunteers, transportation, maintenance, janitorial staff, etc.) that are on campus during the school day.

[illegible]

**NPS Application
Support Documentation Cover Sheet**

**NPS12a
Credentials and Authorizations - Teaching Staff Only**

The NPS must provide current credentials and/or authorizations as required by special education law for each person providing instruction as stated on NPS04a - Classroom Teachers and Clearance Information. All credentials submitted for NPS12a should be in the same order that the teaching staff names appear on NPS04a.

EC 56366.1(a)(3)

Note: If you have any questions, please view the [CIC Online - Written Instructions for Application and Payment](#) page.

| | | |
|------------------------------|---|---|
| Last Name: BARUCH | Last Known County of Employment: | Note: Please verify County of Employment is current. |
| First Name: ELIZABETH | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: JANE | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|-------|--------|------------|-----------------|
| > 180186185 | Speech-Language Pathology Services Credential | Clear | Valid | 4/30/2018 | 5/1/2023 |

Authorization Details

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|--|--------------|------------------------------|
| > LSH | This Speech-Language Pathology Services Credential in Language, Speech and Hearing authorizes the holder to conduct Language, Speech, and Hearing Assessments and provide Educational Services, provide specific learning disability area services related to speech and language, and special education services to individuals with language and speech impairments across the special education disability areas, to students from birth through age 22 in services across the continuum of program options available found in Section 80049.9.3. | LSH | Language, Speech and Hearing |

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 |
|--------------|--|------------------------|
| > 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. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

107

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|---------------------|---|---|
| Last Name: CARDOSO | Last Known County of Employment: | Note: Please verify County of Employment is current |
| First Name: KRYSTAL | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: DAWN | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|-----------------------------------|-----------|--------|------------|-----------------|
| 170091605 | Certificate of Clearance | | Valid | 4/24/2017 | 5/1/2022 |
| > 180126656 | 30-Day Substitute Teaching Permit | Emergency | Valid | 7/1/2018 | 7/1/2019 |

Authorization Code: P30

| Authorization Code | Authorization Description | Subject Code | Subject Description | M |
|--------------------|--|--------------|---------------------|---|
| > 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 in any county in which the document is registered provided the employing agency has a statement of need on file for the school year. | NONE | | M |

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 |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

108

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|--------------------|---|---|
| Last Name: COVELLO | Last Known County of Employment: | Note: Please verify County of Employment is correct. |
| First Name: LAURA | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: JEAN | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|----------------------------|--------|------------|-----------------|
| > 170054709 | Administrative Services Credential | Clear | Valid | 6/1/2017 | 6/1/2022 |
| 170054710 | Education Specialist Instruction Credential | Level II | Valid | 6/1/2017 | 6/1/2022 |
| 060255824 | Administrative Services Credential | Certificate of Eligibility | Valid | 4/10/2006 | |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|--|--------------|---------------------|
| > R54A | This credential authorizes the holder to provide the following services in grades twelve and below, including preschool, and in classes organized primarily for adults: develop, coordinate, and assess instructional programs; evaluate certificated and classified personnel; provide students discipline, including but not limited to suspension and expulsion; provide certificated and classified employees discipline, including but not limited to suspension, dismissal, and reinstatement; supervise certificated and classified personnel; manage school site, district, or county level fiscal services; recruit, employ, and assign certificated and classified personnel; and develop, coordinate, and supervise student support services including but not limited to extracurricular activities, pupil personnel services, health services, library services, and technology support services. | NONE | |

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 |
|--------------|---|------------------------|
| > R15P | The term of this credential is limited by the term of the prerequisite credential. To renew this credential, the holder must also renew the prerequisite credential. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

109

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|---------------------------|---|---|
| Last Name: COVELLO | Last Known County of Employment: <input type="text"/> | Note: Please verify County of Employment is current. If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| First Name: LAURA | Adverse and Commission Actions Indicator: | |
| Middle Name: JEAN | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|----------------------------|--------|------------|-----------------|
| 170054709 | Administrative Services Credential | Clear | Valid | 6/1/2017 | 6/1/2022 |
| > 170054710 | Education Specialist Instruction Credential | Level II | Valid | 6/1/2017 | 6/1/2022 |
| 060255824 | Administrative Services Credential | Certificate of Eligibility | Valid | 4/10/2006 | |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|--------------------------|
| > R3DH | 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 DHH 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. | | Deaf and Hard-of-Hearing |

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 |
|--------------|--|------------------------|
| > 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. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

110

9/21/2018

Document

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

Last Name: **DURSTON** Last Known County of Employment: Please select County of Employment is current
 First Name: **DIANE** Adverse and Commission Actions Indicator: If flag displayed, click the Adverse and Commission Actions tab. If no flag, review
 Middle Name:

| Term | Document Number | Document Title | Status | Expiration Date Original Issue |
|--------|-----------------|---|--------|--------------------------------|
| > Life | STC349548 | Standard Restricted Special Education Teaching Credential | Valid | 6/30/1971 |



| Subject Code | Authorization Code | Authorization Description | Subject Description |
|--------------|--------------------|--|-----------------------------------|
| > DSHH | 107H | This credential authorizes the holder to teach handicapped children in a special class in which the primary disability is "deaf or deaf-blind" or "hard-of-hearing" as defined in subsection 300.5 of Title 34 of the Code of Federal Regulations, Subpart A, in the grades indicated. | Deaf and Severely Hard-Of-Hearing |

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 |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

111

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|------------------------|---|--|
| Last Name: GREY-HARDER | Last Known County of Employment: | Note: Please verify County of Employment is current |
| First Name: MICHELLE | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag review |
| Middle Name: CHRISTINA | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|--|-------|--------|------------|-----------------|
| > 160195812 | Clinical or Rehabilitative Services Credential | Clear | Valid | 6/1/2017 | 6/1/2022 |

Authorization Code is

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|------------------------------|
| > R56A | 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. | LSH | Language, Speech and Hearing |

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 |
|--------------|--|------------------------|
| > 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. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

112

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|-----------------------|---|---|
| Last Name: JUCHCINSKI | Last Known County of Employment: | Note: Please verify County of Employment is current |
| First Name: TACI | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: KAY | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|-------|--------|------------|-----------------|
| > 170025411 | Education Specialist Instruction Credential | Clear | Valid | 3/1/2017 | 3/1/2022 |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|--------------------------|
| > ELA1 | 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. | NONE | |
| R3DH | 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 | DHH | Deaf and Hard-of-Hearing |

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 |
|--------------|--|------------------------|
| > 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. | TC Code Not Required |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

113

Note: If you have any questions, please view the [CIC Online - Written Instructions for Application and Payment](#) page.

| | | |
|-----------------------|--|---|
| Last Name: KING | Last Known County of Employment: SACRAMENTO COUNTY | <small>Note: Please verify County of Employment is current. If flag displayed, click the Adverse and Commission Actions tab. If no flag, review</small> |
| First Name: LUCIA | Adverse and Commission Actions Indicator: | |
| Middle Name: MICHELLE | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|--|-------|--------|------------|-----------------|
| > 170237834 | Multiple Subject Teaching Credential | Clear | Valid | 1/1/2018 | 1/1/2023 |
| 020169490 | Crosscultural, Language and Academic Development Certificate | Clear | Valid | 8/14/2002 | |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|--|--------------|---------------------|
| > R2M | 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 GS 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. | | General Subjects |

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 |
|--------------|--|------------------------|
| > 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. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

114

9/21/2018

Document

Note: If you have any questions, please view the [CIC Online - Written Instructions for Application and Payment page](#).

| | | | |
|-------------|----------|--|---|
| Last Name | LEVIN | Last Known County of Employment | State: Please verify County of employment in current |
| First Name | DONNA | Adverse and Commission Actions Indicator | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name | LORRAINE | | |

| Term | Document Number | Document Title | Status | Expiration Date | Original Issue Date |
|-----------|-----------------|-----------------------------------|--------|-----------------|---------------------|
| Emergency | 180161148 | 30-Day Substitute Teaching Permit | Valid | 10/1/2019 | 9/7/2006 |
| Emergency | 170160794 | 30-Day Substitute Teaching Permit | Valid | 10/1/2018 | 9/7/2006 |



| Subject Code | Authorization Code | Authorization Description | Subject Description |
|--------------|--------------------|--|---------------------|
| > 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 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 |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

115

Note: If you have any questions, please view the [CIC Online - Written Instructions for Application and Payment](#) page.

| | | |
|--------------------|---|---|
| Last Name: LIND | Last Known County of Employment: | Note: Please verify County of Employment is correct. |
| First Name: LEAH | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: COMBS | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|-------|--------|------------|-----------------|
| > 150233195 | Education Specialist Instruction Credential | Clear | Valid | 2/1/2016 | 2/1/2021 |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|--------------------------|
| > ELA1 | 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. | NONE | |
| R3DH | 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 | DHH | Deaf and Hard-of-Hearing |

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 |
|--------------|---|------------------------|
| > 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. | TC Code Not Required |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

116



Council on Education of the Deaf

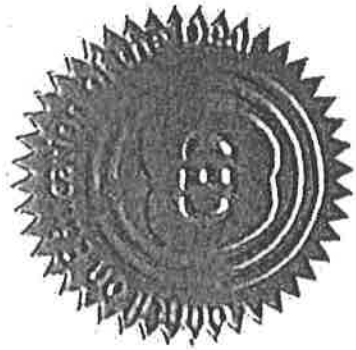
Incorporated

Provisional Certificate Teacher of the Deaf and Hard of Hearing

This is to certify that

Melissa Dale Stewart

having met the requirements prescribed by the Council on Education of the Deaf, is hereby granted this Certificate.
Given under the Seal of the Corporation this on
August 17, 2014 through August 17, 2019.



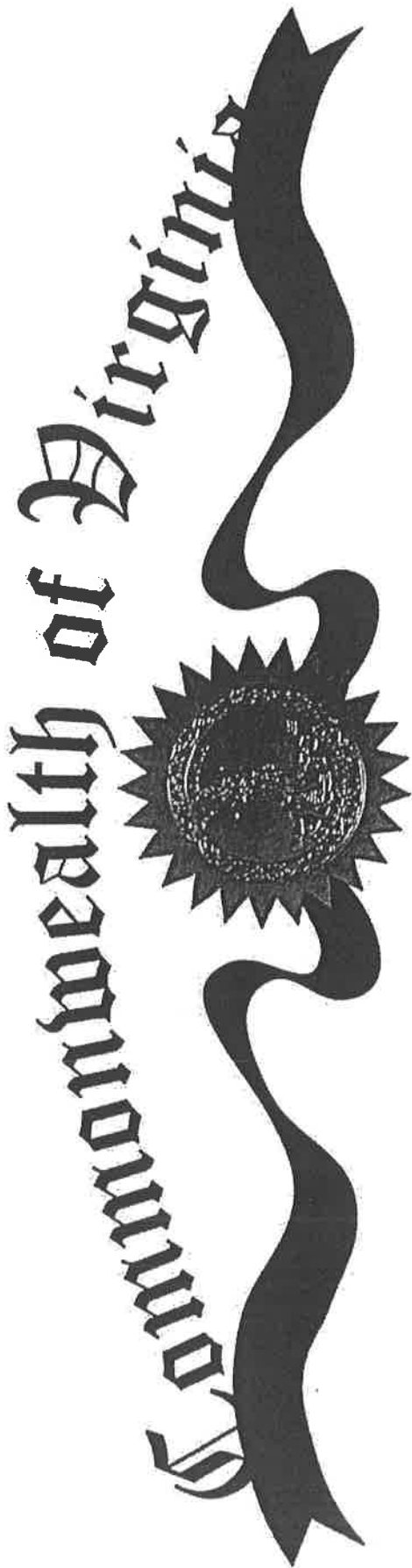
Certification Expires
August 17, 2019
Not valid without Imprinted Seal and Expiration Date

Carmel Callum Yager

President

Karen B. Diehl

Executive Director



PROVISIONAL (SPECIAL EDUCATION) LICENSE

Effective July 1, 2017, to June 30, 2020

MELISSA DALE STEWART

(MASTER'S DEGREE)

This individual is hereby licensed by the Virginia Board of Education and is endorsed in the following area(s):

HEARING IMPAIRMENT PREK-12
SPECIAL ED. - GENERAL CURRICULUM K-12

(During the first year of employment in a Virginia public school, educational technology standards must be met.)
(Child abuse recognition and intervention requirement has been met.)
(Emergency first aid, CPR, and AED training requirement has been met.)
(Dyslexia awareness training requirement has been met.)

Daniel A. Gecker

Daniel A. Gecker
President, Board of Education

License Number: PRSE-0007586
January 4, 2018

Steven R. Staples

Steven R. Staples, Ed.D.
Superintendent of Public Instruction

9/24/2018

Document

Note: If you have any questions, please view the [CLC Online - Written Instructions for Application and Payment](#) page.

| | | |
|------------------------|---|--|
| Last Name: MC WILLIAMS | Last Known County of Employment: | Note: Please verify County of Employment is current. |
| First Name: LISA | Adverse and Commission Actions Indicator: | If flag displays, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: JUNE | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration |
|-----------------|--|-------|--------|------------|------------|
| > 150175350 | Clinical or Rehabilitative Services Credential | Clear | Valid | 12/1/2015 | 12/1/2020 |



| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|---|
| > 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 Authorization |

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 |
|--------------|--|------------------------|
| > 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

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

119

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|------------------------------|---|---|
| Last Name: WALKER | Last Known County of Employment: [REDACTED] | Note: Please verify County of Employment is current |
| First Name: CHARLOTTE | Adverse and Commission Actions Indicator: [REDACTED] | |
| Middle Name: ANNE | | |

If flag displayed, click the Adverse and Commission Actions tab. If no flag, review

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

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|--------------------------|
| > R3DH | 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 DHH 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. | | Deaf and Hard-of-Hearing |

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 |
|--------------|--|------------------------|
| > 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. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

120

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment page](#).

| | | |
|-----------------------|---|---|
| Last Name: REY | Last Known County of Employment: | Note: Please verify County of Employment is current. |
| First Name: KRISTA | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: MICHELLE | | |

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

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|--|--------------|--------------------------|
| > R3DH | 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 DHH 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. | | Deaf and Hard-of-Hearing |
| ELA1 | 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 | NONE | |

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 |
|--------------|---|------------------------|
| > RCC | In order to be eligible to continue teaching on this document, the holder must satisfy the Basic Skills Requirement as stated on the holder's first issuance of a California teaching credential. | |
| RSGN | The holder must complete a Commission-approved special education induction program and obtain formal recommendation from the program sponsor. | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

121

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment page](#).

| | | |
|-----------------------|---|---|
| Last Name: RUFFS VOLD | Last Known County of Employment: | Note: Please verify County of Employment is current |
| First Name: RONDA | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| Middle Name: L | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|-------------|--------|------------|-----------------|
| > 170060435 | Education Specialist Instruction Credential | Clear | Valid | 8/1/2017 | 8/1/2022 |
| 170118915 | Administrative Services Credential | Preliminary | Valid | 3/20/2017 | 4/1/2022 |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description | |
|--------------------|---|--------------|--------------------------|---|
| > AAAS | 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. | NONE | | M |
| ELA1 | 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. | NONE | | M |
| R3DH | 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 | DHH | Deaf and Hard-of-Hearing | M |

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 |
|--------------|---|------------------------|
| > 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. | TC Code Not Required |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

122

Note: If you have any questions, please view the [CIC Online - Written Instructions for Application and Payment](#) page.

Last Name: **SANCHEZ** Last Known County of Employment: **PLACER COUNTY OFFICE** Please verify County of Employment is current.
 First Name: **DOLORES** Adverse and Commission Actions Indicator: 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.
 Middle Name: **MONIQUE**

| Document Number | Document Title | Term | Status | Issue Date | Expiration Dat | Original Issue Date | Grade | Special Grad |
|-----------------|-----------------------------------|-----------|--------|------------|----------------|---------------------|-------|--------------|
| > 180278438 | 30-Day Substitute Teaching Permit | Emergency | Valid | 12/19/2018 | 1/1/2020 | 9/9/2016 | | |

Authorization of Substitute

| Authorization Code | Authorization Description | Subject Code | Subject Description | Major/ Minor | Added Authorization Date |
|--------------------|--|--------------|---------------------|--------------|--------------------------|
| > 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 in any county in which the document is registered provided the employing agency has a statement of need on file for the school year. | NONE | | 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 | 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 |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

123

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

Last Name: **WASSERMANN** Last Known County of Employment: **SACRAMENTO COUNTY** Note: Please verify County of Employment or Current
If flag displayed, click the Adverse and Commission Actions tab. If no flag, review

First Name: **JUDITH** Adverse and Commission Actions Indicator:

Middle Name: **LYNN**

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|--|-------|--------|------------|-----------------|
| > 170195620 | Clinical or Rehabilitative Services Credential | Clear | Valid | 9/1/2017 | 9/1/2022 |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|---|
| > 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 |

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 |
|--------------|--|------------------------|
| > 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

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

124

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment page](#).

| | | |
|-----------------------------|---|---|
| Last Name: PRATT | Last Known County of Employment: CLATSOP | Note: Please verify County of Employment is current. If flag displayed, click the Adverse and Commission Actions tab. If no flag, review. |
| First Name: MEREDITH | Adverse and Commission Actions Indicator: None | |
| Middle Name: ROSE | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|---|-------|--------|------------|-----------------|
| > 160050059 | Education Specialist Instruction Credential | Clear | Valid | 2/9/2016 | 3/1/2021 |

Authorization / Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description | M |
|--------------------|---|--------------|--------------------------|---|
| > AAAS | 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. | NONE | | M |
| R3DH | 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. | DHH | Deaf and Hard-of-Hearing | M |
| ELA1 | 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 | NONE | | M |

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 |
|--------------|--|------------------------|
| > R120 | 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 |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

125

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|--------------------|---|---|
| Last Name: ZILKIE | Last Known County of Employment: | Note: Please verify County of Employment is correct. If flag displayed, click the Adverse and Commission Actions tab. If no flag, review |
| First Name: AMY | Adverse and Commission Actions Indicator: | |
| Middle Name: MARIE | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|-----------------------------------|-----------|--------|------------|-----------------|
| > 180225458 | 30-Day Substitute Teaching Permit | Emergency | Valid | 9/24/2018 | 10/1/2019 |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|--|--------------|---------------------|
| > 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 in any county in which the document is registered provided the employing agency has a statement of need on file for the school year. | NONE | |

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 |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

126

Note: If you have any questions, please view the [CTC Online - Written Instructions for Application and Payment](#) page.

| | | |
|--------------------|---|--|
| Last Name: ZILKIE | Last Known County of Employment: | Note: Please verify County of Employment is current |
| First Name: JUDY | Adverse and Commission Actions Indicator: | If flag displayed, click the Adverse and Commission Actions tab. If no flag review |
| Middle Name: MARIE | | |

| Document Number | Document Title | Term | Status | Issue Date | Expiration Date |
|-----------------|--|------|--------|------------|-----------------|
| > 180202135 | Child Development Associate Teacher Permit | | Valid | 7/10/2018 | 8/1/2023 |

Authorization/Subjects

| Authorization Code | Authorization Description | Subject Code | Subject Description |
|--------------------|---|--------------|---------------------|
| > 128 | This permit authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and to supervise a Child Development Assistant Permit holder. | NONE | |

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 |
|--------------|---|------------------------|
| > 1281 | This Associate Teacher Permit may only be renewed once. To renew this permit the holder must complete a minimum of fifteen semester units of course work applicable toward the Child Development Teacher Permit. Regulations allow the holder of this initial issuance of a Child Development Permit to upgrade to a more advanced permit within three years of the issuance date of this document for one-half of the application fee in effect at the time that the application is submitted. The application must include all supporting materials to verify that the holder qualifies for the new Child Development Permit. | |
| 121 | | |

Employment Restrictions

| Organization Type | Organization | County |
|-------------------|--------------|--------|
|-------------------|--------------|--------|

127

**NPS Application
Support Documentation Cover Sheet**

**NPS12b
Licenses/Registrations/Diplomas/Authorizations**

The NPS must provide current licenses, registrations, high school diplomas, and/or authorizations (and credentials if applicable to the provision of related services) as required by special education law for each person providing related service as stated on the NPS04b - Related Services Providers and Clearance Information. All documentation submitted for NPS12b should be in the same order that the staff names appear on the NPS04b.

EC 56366.1(a)(3)

**SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD**

LICENSING DETAILS FOR: 13268

NAME: BARUCH, ELIZABETH J.

LICENSE TYPE: RPE TEMPORARY LICENSE

LICENSE STATUS: VALID

Address
GRASS VALLEY CA 95945
NEVADA COUNTY

ISSUANCE DATE

DECEMBER 26, 2018

EXPIRATION DATE

DECEMBER 26, 2019

CURRENT DATE / TIME

APRIL 3, 2019
2:50:39 PM

LICENSE RELATIONSHIPS

NAME: MC WILLIAMS, LISA JUNE

LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 8808 **PRIMARY STATUS:** VALID

ADDRESS :

ORANGEVALE CA 95662
SACRAMENTO COUNTY

Wheatland Union High School

A California Distinguished School
Wheatland, California

This Certifies That

Deisy Perez Colmenares

Having completed the course of study prescribed by the
Board of Education is hereby declared a graduate of
Wheatland Union High School and is awarded this

Diploma

Given this third day of June, 2016.



[Signature]

President, Board of Trustees



**SPEECH-LANGUAGE PATHOLOGY AND
AUDIOLOGY AND HEARING AID DISPENSERS
BOARD**

LICENSING DETAILS FOR: 2323

NAME: COVELLO, LAURA JEAN

LICENSE TYPE: AUDIOLOGIST

LICENSE STATUS: VALID

PREVIOUS NAMES: TURNER, LAURA JEAN

ADDRESS

RANCHO CORDOVA CA 95670

SACRAMENTO COUNTY

ISSUANCE DATE

SEPTEMBER 1, 2004

EXPIRATION DATE

JANUARY 31, 2020

CURRENT DATE / TIME

DECEMBER 11, 2018
12:20:06 PM

131

**SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD**

LICENSING DETAILS FOR: 5220

NAME: CONTRERAS-PROVOST, DESIREE ALEXIS

LICENSE TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT

LICENSE STATUS: VALID

ADDRESS:
SACRAMENTO CA 95828

SACRAMENTO COUNTY

ISSUANCE DATE

OCTOBER 19, 2018

EXPIRATION DATE

DECEMBER 31, 2019

CURRENT DATE / TIME

APRIL 3, 2019

2:59:05 PM

LICENSE RELATIONSHIPS

NAME: RADHAKRISHNAN, ARUNA

LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 16932 **PRIMARY STATUS:** VALID

ADDRESS :

FAIRFIELD CA 94533

SOLANO COUNTY

**SPEECH-LANGUAGE PATHOLOGY AND
AUDIOLOGY AND HEARING AID DISPENSERS
BOARD**

LICENSING DETAILS FOR: 27378

NAME: GIUS, LAUREN KIMBERLY

LICENSE TYPE: SPEECH PATHOLOGIST

LICENSE STATUS: VALID

ADDRESS

WEST SACRAMENTO CA 95691

YOLO COUNTY

ISSUANCE DATE

JUNE 26, 2018

EXPIRATION DATE

OCTOBER 31, 2019

CURRENT DATE / TIME

DECEMBER 11, 2018
12:22:04 PM

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 10526

NAME: GREY-HARDER, MICHELLE CHRISTINA

LICENSE TYPE: SPEECH PATHOLOGIST

LICENSE STATUS: VALID
ADDRESS

ELK GROVE CA 95624
SACRAMENTO COUNTY

ISSUANCE DATE

OCTOBER 17, 1997

EXPIRATION DATE

NOVEMBER 30, 2020

CURRENT DATE / TIME

DECEMBER 11, 2018
12:22:41 PM

LICENSE RELATIONSHIPS

NAME: WALLACE, KAITLYNN VAUSCH

LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE
PATHOLOGY ASSISTANT

LICENSE NUMBER: 4995 **PRIMARY STATUS:** VALID

NAME: YAGI, LAUREN SACHI

LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE
PATHOLOGY ASSISTANT

LICENSE NUMBER: 5019 **PRIMARY STATUS:** VALID

ADDRESS :

WEST SACRAMENTO CA 95691
YOLO COUNTY

ADDRESS :

SACRAMENTO CA 95831
SACRAMENTO COUNTY

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 3122

NAME: ISBELL, KATHERINE LOUISE

LICENSE TYPE: AUDIOLOGIST

LICENSE STATUS: VALID

LICENSE OR REGISTRATION CLASS: DISPENSING AUDIOLOGIST

ADDRESS

CHILDREN'S CHOICE FOR HEARING & TALKING

11100 COLMA ROAD

RANCHO CORDOVA CA 95670

SACRAMENTO COUNTY

ISSUANCE DATE

APRIL 25, 2016

EXPIRATION DATE

JUNE 30, 2019

CURRENT DATE / TIME

DECEMBER 11, 2018

12:23:34 PM

LICENSE RELATIONSHIPS

NAME: RAVAGO, THERESA PATRICE LOPEZ

LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE
PATHOLOGY AND AUDIOLOGY AIDE

LICENSE NUMBER: 1458 **PRIMARY STATUS:** VALID

ADDRESS :

STOCKTON CA 95212

SAN JOAQUIN COUNTY

135

THIS TRANSCRIPT IS UNOFFICIAL UNLESS SIGNED BY A SCHOOL OFFICIAL.
IN NO CASE IS THIS INFORMATION TO BE RELEASED TO UNAUTHORIZED PERSONS.

6/06/03
DATE PRINTED

DATE ISSUED _____

10 CREDITS OF FOREIGN LANGUAGE REDUCES THE REQUIRED 10 CREDITS OF VISUAL / PERFORMING ARTS TO 5

| REINFORCEMENT | DATE | TYPF |
|---------------|---------|------|
| 5/90 | Polio | |
| 5/90 | DPT | |
| 5/90 | TB Neg. | |
| 7/87 | TB Neg. | |
| 3/87 | Hib | |
| 9/86 | Polio | |
| 9/86 | DPT | |
| 6/86 | MMR | |
| 6/86 | Hib | |
| 9/85 | Polio | |
| 9/85 | DPT | |
| 7/85 | Polio | |
| 7/85 | DPT | |
| 5/85 | Polio | |
| 5/85 | DPT | |

| CITIZ GRADE | WEIGHTED ITEM U.C. PREP COURSE | GRAIDING PERIOD | TEACHER | CREDITS | CITIZ GRADE | WEIGHTED ITEM U.C. PREP COURSE | GRAIDING PERIOD | TEACHER | CREDITS |
|-----------------------|-----------------------------------|---------------------|---------|---------|-----------------------|-----------------------------------|--------------------|-----------------|---------|
| COURSE TITLE | ACAD. GRADE | | | | COURSE TITLE | ACAD. GRADE | | | |
| Mira Loma High School | 2001/05 | | | | Mira Loma High School | 2003/10 | | | |
| Health | A 2.5 A | D. LATREILLE | | | English 4 | A-5 | A | P K. CARMONA | |
| Sub GPA: 4.00 | 4.00wtd | Cr: 2.5 | | | IB 1 Math Stu | A-5 | A | WP N. MAIELLO | |
| | | | | | Honors Physics | B-5 | A | WP D. LATREILLE | |
| | | | | | Amer Govt | A 5 | A | P D. CORREIA | |
| | | | | | TA Math | A 5 | A | K. HULL | |
| | | | | | Sub GPA: 3.80 | 4.20wtd | Cr: 2.5 | | |
| | | | | | | | | | |
| Mira Loma High School | 2002/01 | | | | Mira Loma High School | 2003/10 | | | |
| English 3 | A 5 | A P D. DE RUYSSCHER | | | English 4 | A-5 | A | P K. CARMONA | |
| Pre Calculus | A+5 | A P N. RIOS | | | IB 1 Math Stu | B-5 | B | WP N. MAIELLO | |
| Biology | B 5 | A P M. PORTER | | | Honors Physics | C 5 | A | WP D. LATREILLE | |
| IB Anthro | B 5 | A WP S. LORD | | | Economics | A-5 | A | P D. CORREIA | |
| Graphic Tech 1 | B 5 | B | | | TA Math | A 5 | A | K. HULL | |
| Newspaper | A 5 | A D. DE RUYSSCHER | | | Sub GPA: 3.40 | 3.80wtd | Cr: 2.5 | | |
| Sub GPA: 3.50 | 3.67wtd | Cr: 3.0 | | | | | | | |
| | | | | | | | | | |
| Mira Loma High School | 2002/02 | | | | Mira Loma High School | 2003/10 | | | |
| English 3 | A-5 | B P D. DE RUYSSCHER | | | English 4 | A-5 | A | P K. CARMONA | |
| Pre Calculus | B+5 | A P N. RIOS | | | IB 1 Math Stu | B-5 | B | WP N. MAIELLO | |
| Biology | A 5 | A P M. PORTER | | | Honors Physics | C 5 | A | WP D. LATREILLE | |
| IB Anthro | B+5 | A WP S. LORD | | | Economics | A-5 | A | P D. CORREIA | |
| TA Math | A 5 | A K. HULL | | | TA Math | A 5 | A | K. HULL | |
| Newspaper | A 5 | A D. DE RUYSSCHER | | | Sub GPA: 3.67 | 3.83wtd | Cr: 3.0 | | |
| Sub GPA: 3.67 | 3.83wtd | Cr: 3.0 | | | | | | | |

**SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD**

LICENSING DETAILS FOR: 5393

NAME: LOPEZ, MAISEY ANN

LICENSE TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT

LICENSE STATUS: VALID

PREVIOUS NAMES: LOPEZ, MAISET ANN

ADDRESS

ROSEVILLE CA 95747

PLACER COUNTY

ISSUANCE DATE

FEBRUARY 11, 2019

EXPIRATION DATE

JANUARY 31, 2021

CURRENT DATE / TIME

APRIL 3, 2019
3:35:35 PM

LICENSE RELATIONSHIPS

NAME: GREY-HARDER, MICHELLE CHRISTINA

LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 10526 **PRIMARY STATUS:** VALID

ADDRESS :

ELK GROVE CA 95824

SACRAMENTO COUNTY

**SPEECH-LANGUAGE PATHOLOGY AND
AUDIOLOGY AND HEARING AID DISPENSERS
BOARD**

LICENSING DETAILS FOR: 8808

NAME: MC WILLIAMS, LISA JUNE

LICENSE TYPE: SPEECH PATHOLOGIST

LICENSE STATUS: VALID
ADDRESS

ORANGEVALE CA 95662
SACRAMENTO COUNTY

ISSUANCE DATE

JUNE 30, 1993

EXPIRATION DATE

JANUARY 31, 2021

CURRENT DATE / TIME

DECEMBER 11, 2018
12:27:16 PM

LICENSE RELATIONSHIPS

NAME: DELETED FROM CAS, GIGI ANN

LICENSE/REGISTRATION TYPE: RPE TEMPORARY
LICENSE

LICENSE NUMBER: 9493 **PRIMARY STATUS:**
CANCELLED

NAME: COLMENARES, NOEMI M

LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE
PATHOLOGY ASSISTANT

LICENSE NUMBER: 2204 **PRIMARY STATUS:** VALID

ADDRESS :

CITRUS HEIGHTS CA 95610
SACRAMENTO COUNTY

ADDRESS :

PLUMAS LAKE CA 95961
YUBA COUNTY

138

**SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD**

LICENSING DETAILS FOR: 1152

NAME: RUFVOLD, RONDA LOUISE

LICENSE TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT

LICENSE STATUS: VALID

ADDRESS:

RANCHO CORDOVA CA 95670

SACRAMENTO COUNTY

ISSUANCE DATE

SEPTEMBER 3, 2009

EXPIRATION DATE

JANUARY 31, 2021

CURRENT DATE / TIME

APRIL 3, 2019
3:45:51 PM

LICENSE RELATIONSHIPS

NAME: MC WILLIAMS, LISA JUNE

LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 8808 **PRIMARY STATUS:** VALID

ADDRESS :

ORANGEVALE CA 95662

SACRAMENTO COUNTY

**SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD**

LICENSING DETAILS FOR: 4936

NAME: SANCHEZ, DOLORES MONIQUE

LICENSE TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT

LICENSE STATUS: VALID

Address

ROSEVILLE CA 95678

PLACER COUNTY

ISSUANCE DATE

JUNE 19, 2018

EXPIRATION DATE

MAY 31, 2020

CURRENT DATE / TIME

APRIL 3, 2019
3:41:15 PM

LICENSE RELATIONSHIPS

NAME: GREY-HARDER, MICHELLE CHRISTINA

LICENSE/REGISTRATION TYPE: SPEECH PATHOLOGIST

LICENSE NUMBER: 10526 **PRIMARY STATUS:** VALID

ADDRESS :

ELK GROVE CA 95624

SACRAMENTO COUNTY

140

**SPEECH-LANGUAGE PATHOLOGY AND
AUDIOLOGY AND HEARING AID DISPENSERS
BOARD**

LICENSING DETAILS FOR: 8760

NAME: WASSERMANN, JUDITH LYNN

LICENSE TYPE: SPEECH PATHOLOGIST

LICENSE STATUS: VALID

ADDRESS

RANCHO CORDOVA CA 95670

SACRAMENTO COUNTY

ISSUANCE DATE

MAY 14, 1993

EXPIRATION DATE

NOVEMBER 30, 2020

CURRENT DATE / TIME

DECEMBER 11, 2018
12:31:46 PM



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: April 24, 2019

New insurance certificates have not yet been received. Current certificates are valid through June 30, 2018. I expect to have them by June 30, 2019 and will forward the copies at that time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2019

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 | |
| INSURED CCHAT- Children's Choice for Hearing & Talking Sacramento 11100 Coloma Road Rancho Cordova, CA 95670 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: NonProfits' Ins. Alliance of CA | 011845 |
| | INSURER B: Employers Comp. Ins. Co. | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

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.

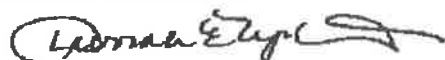
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SSP, EBL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 2019-36834 | 07/01/2019 | 07/01/2020 | 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 - COMP/OP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 2019-36834 | 07/01/2019 | 07/01/2020 | 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 <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ None | | | 2019-36834-UMB | 07/01/2019 | 07/01/2020 | 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 | N/A | EIG2876682-00 | 07/01/2019 | 07/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 | | | 2019-36834 | 07/01/2019 | 07/01/2020 | Per Occur \$ 1,000,000 Aggregate \$ 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marysville Joint Unified School District is included as Additional Insured as respects the insured's business operations. Additional Insured applies to General Liability only per form CG2026.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Marysville Joint Unified School District Attn: Cindy 1919 B Street Marysville, CA 95901 | 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  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

144

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

145