

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Marysville Joint Unified School District hereinafter referred to as "District."

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Marysville Joint Unified School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a workshop to be completed not later than June 30, 2020 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.
- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.



Superintendent Approval
Signature: [Signature]
Date: 8-26-19

- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. **CONTRACT TERMINATION**

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2020, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. **GENERAL PROVISIONS**

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Randy Rasmussen
Board President

Gary Cena
Superintendent

Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services
California School Boards
Association
3251 Beacon Boulevard
West Sacramento, CA 95691
Phone: (916) 669-3293
Fax: (916) 371-3407

Marysville Joint Unified
School District
1919 B Street
Marysville, CA 95901
Phone: (530) 741-6000

Marysville Joint Unified
School District
1919 B Street:
Marysville, CA 95901
Phone: (530) 741-6000

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

BY:

Randy Rasmussen
Randy Rasmussen, Board President

DATED:

8-1-19

BY:

Gary Cena
Gary Cena, Superintendent

DATED:

8-1-19

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY:

Naomi Eason
Naomi Eason, Ed.D.,
Assistant Executive Director,
Member Services

DATED:

7/29/19

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SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 - (530) 822-3038 Fax

Camp Address:
18801 Pathfinder Way, Nevada City, CA 95958
(530) 822-2470 - (530) 282-3538 Fax

Shannon Cueva, Director

Fall 2019
REVISED 7/30/19

The following schedule is based on anticipated attendance from the schools participating in the Shady Creek Program.
If there is a change in your estimated attendance, please call our office immediately.

Week No.	School(s)	Pupils	Grade	Administrator/Nurse
Wk 1 Sept 18 - 20	Egling Middle School	125	7	Egling
Wk 2 Sept 23 - 27	Manzanita (30) Lincoln Montessori (16) Nunsiro (40) Foothill (53) Dobbins (3) Yuba Feather (9)	150	6	Lincoln Montessori
Wk 3 Sept. 30 - Oct 4	Poplar Ave (46) Plumas Ave (46) Sierra Ave (70)	162	5	Thermalito Unified
Wk 4 Oct 8 - 11 4-Day Week	Park (79) Bridge (70) Yuba City Charter (48)	197	5, 6	YCUSD
Wk 5 Oct. 14 - 18	Pelican (42) Joseph Conger (85) Mila (55) Roosevelt (52)	214	5	Klamath Falls
Wk 6 Oct. 21 - 25	Paradise Unified (100) Murdoch Elementary (85)	185	5, 6	Murdoch
Wk 7 Octo 28 - Nov 1	Our Lady of Lourdes (15) Notre Dame (22) St. Isidore (18) Live Oak Middle (95) Enomai (23)	173	5, 6	Notre Dame
Wk 8 Nov. 4 - 8	Lincrest (105) Riverbend (90)	196	5	YCUSD
Wk 9 Nov 12 - 15 4-Day Week	Carlin Coppin (70) First Street (70) Sheridan (10) Vina (24) Concow (20)	194	5	Coppin
Wk 10 November 18 - 22	Corning UESD (200)	200	6	Corning UESD
Nov 25 - 29	Thanksgiving Break			
Wk 11 Dec 2 - 6	Lone Tree (60) Bear River (80) Robla (45)	185		Bear River
	TOTAL:	1981		

Robbins/Winslip (EOY fall) odd
YES Charter (EOY spring even)
Indian Valley (EOY odd fall)
St Thomas the Apostle (EOY even fall)
Meridian EOY Even Spring

Every other Year:
Our Lady of Lourdes

Vina Fall

Attend
odd years
even years

Odd years

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(530) 822-2949 - (530) 822-3039 Fax

Shannon Cueva, Director

Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 292-3436 - (530) 292-3538 Fax



TO: Shady Creek Participating Schools
Teachers and Principals

FROM: Shannon Cueva, Director

DATE: July 1, 2019

RE: Contract, Schedule, Nurses, and Details

Superintendent Approval
Signature: [Signature]
Date: 8-2-19

1. Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at Shadycreek.org. **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**
2. The fee for the 2018/2019 Shady Creek Program will be \$255.00 for a five-day week or \$234.00 if you are on a scheduled four-day week.
3. **Changes in the number of students expected to attend Shady Creek should be communicated as soon as possible. After 90 days prior to arrival at Shady Creek schools will be charged a minimum of 90% of their contracted number.**
4. State regulations involving student medications make it necessary for a nurse to be on site during your week at Shady Creek. If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint the nurse. The providing district will receive a \$500.00 credit on their final invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call Monica Ramos for the names of nurses who may be able to go with your district.
5. Student and teacher feedback on Eco Quest, our pre/post student curriculum books, has been excellent. Kids love it, and they are learning. An added plus is that Eco Quest is very teacher friendly. They can be ordered at your planning session meeting or by calling Monica Ramos at (530) 822-2949. The cost is \$3.25 per booklet.
6. 2018/2019 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please call Daria Ali at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.

The Shady Creek Outdoor Education Foundation will be holding their annual **"Friends and Family Day" at Shady Creek on September 7, 2019.** This is a wonderful opportunity for parents to come and see the facility, meet the staff, and participate in hikes and tours to understand the magic of Shady Creek.

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Shannon Cueva, Director

BILLING TO:

Dobbins Elementary

PO Box 129

Dobbins, CA 95935

Attention: Principal

DATE:

July 30, 2019

INVOICE:

20-0019

Shady Creek Outdoor School Program Fall 2019 - First Installment

TOTAL CHARGES:

3	participants	@	\$	234.00	4-day	\$	-
	participants	@	\$	255.00	5-day	\$	765.00
Total							<u>\$765.00</u>

First Installment 50%

Total Due:

\$ 382.50

Payment Due September 1, 2019

MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

Please return check to: Shady Creek Outdoor School, Attn. Monica Ramos
970 Klamath Ln., Yuba City, CA 95993

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SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Tom Reusser, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2019/2020

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Dobbins Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (3) and agrees to pay an amount **equal to \$255.00 per pupil** if scheduled for a five-day week and **\$234.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2020.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2019 for fall scheduled schools and January 2, 2020 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Ninety Percent (90%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek facility. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured***. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Marysville JU School District

By: _____
(Authorized signature) Gary Cera
Superintendent
Sutter County Superintendent of Schools

Dated: _____

By: Shannon Cera
Sutter County Superintendent of Schools

Dated: 7/24/19

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **October 1, 2019**.

Yes our School will Attend: ☒ Request 5-day week or ☐ Request 4-day week

Your School will be bringing: ☐ 5th grade students or ☒ 6th grade students

Your School prefers: ☒ Fall week or ☐ Winter/Spring week

School: Dobbins School
Lead Teacher: Mrs. Nicole Young
Phone: (530) 692-1665

School Administrator: Duane Triplett
Email address: dtriplett@mjsd.k12.ca.us
Number of Students: 3

Dates for February holidays? 12/23/19 - 1/10/20 Date for spring break? 4/6/19 - 4/10/19



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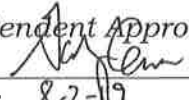


TO: Shady Creek Participating Schools
Teachers and Principals

FROM: Shannon Cueva, Director

DATE: July 1, 2019

RE: Contract, Schedule, Nurses, and Details

Superintendent Approval
Signature: 
Date: 8-2-19

1. Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at Shadycreek.org. **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**
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Shannon Cueva, Director

BILLING TO:

Foothill Intermediate
5351 Fruitland Road
Marysville CA 95901
Attention: Principal

DATE: July 30, 2019

INVOICE: 20-0018

Shady Creek Outdoor School Program Fall 2019 - First Installment

TOTAL CHARGES:							
		participants	@	\$	234.00	4-day	\$ -
	53	participants	@	\$	255.00	5-day	\$ 13,515.00
						Total	\$13,515.00

First Installment 50%

Total Due: \$ 6,757.50

Payment Due September 1, 2019

MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

Please return check to: Shady Creek Outdoor School, Attn. Monica Ramos
970 Klamath Ln., Yuba City, CA 95993

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Tom Reusser, Superintendent
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8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured***. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Marystville JU School District

By: _____
(Authorized signature) Gary Cera
Superintendent
Sutter County Superintendent of Schools

Dated: _____

By: Shannon Cera
Sutter County Superintendent of Schools

Dated: 7/24/19

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **October 1, 2019**.

Yes our School will Attend: ☒ Request 5-day week or ☐ Request 4-day week

Your School will be bringing: ☐ 5th grade students or ☒ 6th grade students

Your School prefers: ☒ Fall week or ☐ Winter/Spring week

School: Foothill Intermediate

School Administrator: Kathleen Hansen

Lead Teacher: _____

Email address: ~~kh~~ khansen@mjustd.com

Phone: 530-741-6130

Number of Students: ~~58~~ 53

Dates for February holidays? _____ Date for spring break? _____



SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER

Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 - (530) 822-3039 Fax

Shannon Cueva, Director

Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 292-3436 - (530) 292-3538 Fax



TO: Shady Creek Participating Schools
Teachers and Principals

FROM: Shannon Cueva, Director

DATE: July 1, 2019

RE: Contract, Schedule, Nurses, and Details

Superintendent Approval
Signature: [Signature]
Date: 8-2-19

1. Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at Shadycreek.org. **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**
2. The fee for the 2018/2019 Shady Creek Program will be \$255.00 for a five-day week or \$234.00 if you are on a scheduled four-day week.
3. **Changes in the number of students expected to attend Shady Creek should be communicated as soon as possible. After 90 days prior to arrival at Shady Creek schools will be charged a minimum of 90% of their contracted number.**
4. State regulations involving student medications make it necessary for a nurse to be on site during your week at Shady Creek. If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint the nurse. The providing district will receive a \$500.00 credit on their final invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call Monica Ramos for the names of nurses who may be able to go with your district.
5. Student and teacher feedback on Eco Quest, our pre/post student curriculum books, has been excellent. Kids love it, and they are learning. An added plus is that Eco Quest is very teacher friendly. They can be ordered at your planning session meeting or by calling Monica Ramos at (530) 822-2949. The cost is \$3.25 per booklet.
6. 2018/2019 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please call Daria Ali at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.

The Shady Creek Outdoor Education Foundation will be holding their annual **"Friends and Family Day" at Shady Creek on September 7, 2019.** This is a wonderful opportunity for parents to come and see the facility, meet the staff, and participate in hikes and tours to understand the magic of Shady Creek.

SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 - (530) 822-3039 Fax

Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 292-3436 - (530) 292-3538 Fax



Shannon Cueva, Director

BILLING TO:

Yuba Feather

P.O. Box 398

Challenge, CA 95925

Attention: Principal

DATE:

July 30, 2019

INVOICE:

20-0020

Shady Creek Outdoor School Program Fall 2019 - First Installment

TOTAL CHARGES:

	participants	@	\$	234.00	4-day	\$	-
9	participants	@	\$	255.00	5-day	\$	2,295.00
						Total	<u>\$2,295.00</u>

First Installment 50%**Total Due:**

\$ 1,147.50

Payment Due September 1, 2019

MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

Please return check to: Shady Creek Outdoor School, Attn. Monica Ramos
970 Klamath Ln., Yuba City, CA 95993

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Tom Reusser, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2019/2020

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Yuba Feather School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (9) and agrees to pay an amount **equal to \$255.00 per pupil** if scheduled for a five-day week and **\$234.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2020.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2019 for fall scheduled schools and January 2, 2020 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Ninety Percent (90%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek facility. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured***. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Marysville Jy School District

By: _____
(Authorized signature) Gary Cerna
Superintendent
Sutter County Superintendent of Schools

Dated: _____

By: Shannon Cerna
Sutter County Superintendent of Schools

Dated: 7/24/19

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **October 1, 2019**.

Yes our School will Attend: ☒ Request 5-day week or ☐ Request 4-day week

Your School will be bringing: ☐ 5th grade students or ☒ 6th grade students

Your School prefers: ☒ Fall week or ☐ Winter/Spring week

School: Yuba Feather

School Administrator: Mr. Duane Triplett

Lead Teacher: Ms. Joan Noel

Email address: jnoel@mjustd.com

Phone: (530) 675-2382

Number of Students: 9

Dates for February holidays? 2/10/20, 2/17/20 Date for spring break? 4/6-4/10/2020



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
<http://www.my-communitycenter.org/>
rent.mycc@gmail.com
(530)763-3075

Parties: This Memorandum of Understanding (MOU) is entered into between Marysville Youth and Civic Center (MYCC) and American Indian Education Center, Yuba-Sutter Archery Association, Marysville Joint Unified School District (Indian Ed.)

Purpose: This MOU serves to express the intent of Indian Ed to secure from MYCC certain rights and privileges and to obtain use of the premises on Mondays and Thursdays of each month from 3:00 pm - 8:00 pm for the months of September, 2019 - May, 2020 for conducting Archery activities and on (February 15, 2020) for the use of the entire facility for Winter Pow Wow Workshop.

Term: This MOU shall become effective on September 5, 2019, and will continue in effect until the last Thursday of use on May 21, 2020.

General Principles:

1. The Indian Ed. agrees to pay to the MYCC for the rights and privileges hereby granted in the amounts and in the manner set forth below:

2. Description of Facility

a. For Archery

- i. Agreement includes Ballroom, Conference Room and a storage unit.
- ii. Use Fee \$40.00/day
- iii. Security/Damage Fee waived

b. For Winter Pow Wow Workshop

- i. Agreement includes Ballroom, Conference Room, Teen Center
- ii. Use Fee \$425.00-one day event to be held on February 15, 2020 iii. Security/Damage Fee waived
- iv. A cleaning fee of \$150.00 is due for cleaning the bathrooms and floors after the Pow Wow.

3. A valid Certificate of Insurance (naming MYCC as additional insured) must be on file and updated as needed. The minimum coverage required is \$1,000,000.

4. In the event that the Silent Fire Alarm is pulled and it is a false alarm there will be a penalty of \$150.

5. MYCC is not liable for materials or supplies stored in storage room.

23

Superintendent Approval
Signature: Maylan
Date: 5/22/19



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
<http://www.my-communitycenter.org/>
rent.mycc@gmail.com
(530)763-3075

6. The Indian Ed. agrees to pay to the MYCC for the use of any additional equipment or fixtures and;

a. The cost of any damages to MYCC property and/or utility charges; if any; b. The costs of the removal of any of the Indian Ed. property, refuse, and/or cleanup required beyond that determined reasonable by MYCC.

7. The Indian Ed. agrees to not sell, exchange, barter, or permit his/her employees to sell, exchange, barter any permits issued to the Indian Ed. or his/her employees hereunder.

8. This MOU or privileges or any part thereof, cannot be assigned or otherwise disposed of without the written consent of MYCC.

9. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral agreements, alterations or variations of the terms herein, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

10. In the event the Indian Ed. fails to comply with the terms of this agreement,


a. MYCC shall have the right to occupy the premises in any manner deemed to be in the best interest of MYCC and the safety of the occupants;

b. All monies received from the Indian Ed. are non-refundable.

11. SMOKING IS NOT PERMITTED IN ANY PART OF THE MYCC BUILDING or within 20 feet of the entrances.

12. In the event of any act of nature, state or national emergency, this agreement may be cancelled at the discretion of MYCC.

13. This MOU will be reviewed annually, and may be changed or canceled by either party by giving a 30 days prior written notice.


Cory Quinn President, Board of Director, Marysville Youth and Civic Center


Date

Indian Ed. Representative

Gary Cerna, Superintendent Date



Date: 7/22/2019
Order Number: Q-194501
Revision: 1
Order Form Expiration Date: 10/17/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 226630
Customer Name: Lindhurst High School
Billing Address: 4446 Olive Ave
Olivehurst, CA 95961-4798

Superintendent Approval
Signature: *[Signature]*
Date: *7-22-19*

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Core Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: Health and PE Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: World Languages Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: CTE Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: Electives Library - Program License	110	8/1/2019	7/31/2020	12
Courseware Silver Package	1	Year 1	***	12

Subtotal: \$19,508.20
Estimated Tax: \$0.00
Total US Funds: \$19,508.20

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period")

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 7/22/2019
Order Number: Q-194501
Revision: 1
Order Form Expiration Date: 10/17/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): Gary Cona
Title: Superintendent
Date:





Date: 7/22/2019
Order Number: Q-194501
Revision: 1
Order Form Expiration Date: 10/17/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy Career Pathways School Year	\$2,000.00
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses = 14 days, Career/College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

Career and College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 7/22/2019
Order Number: Q-194501
Revision: 1
Order Form Expiration Date: 10/17/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.





Date: 7/15/2019
Order Number: Q-191242
Revision: 1
Order Form Expiration Date: 7/31/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 226630
Customer Name: Marysville Joint Unif Sch Dist
Billing Address: 1919 B St
Marysville, CA 95901-3798

Superintendent Approval
Signature: *[Signature]*
Date: 7-22-19

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Core Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: Health and PE Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: CTE Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: Electives Library - Program License	110	8/1/2019	7/31/2020	12
Courseware: World Languages Library - Program License	110	8/1/2019	7/31/2020	12

Subtotal:	\$17,000.50
Estimated Tax:	\$0.00
Total US Funds:	\$17,000.50

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your

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Date: 7/15/2019
Order Number: Q-191242
Revision: 1
Order Form Expiration Date: 7/31/2019

ORDER FORM

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To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): Gary Leng
Title: Superintendent
Date:





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Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy Career Pathways School Year	\$2,000.00
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses = 14 days, Career/College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

Career and College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

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Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2019-2020

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Superintendent Approval
Signature: *Maya Lane*
Date: *8-20-19*

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOINT 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.

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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Sierra School at Eastern Lower

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on August 12, 2019, between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Sierra School at Eastern Lower (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"). 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 and in Section 24 of the Master Contract.

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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 August 12, 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, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

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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:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. 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,
 - iv. a surrogate parent,

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- v. 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.

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 - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- 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. **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 Insurance** for all owned, 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.

- 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.

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- 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** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$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 Indemnitites") 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, but not limited to, 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.

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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, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

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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.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 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 its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

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

interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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.

31. STUDENT DISCIPLINE

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

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

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

student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

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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. 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.).

42. 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.

43. 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

44. 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

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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.

45. STAFF QUALIFICATIONS

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

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

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

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

46. 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 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.

47. STAFF ABSENCE

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

48. 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 school or 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 upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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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.

HEALTH AND SAFETY MANDATES

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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.

57. 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

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students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

58. 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.

59. 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

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.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

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 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.

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The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 12th day of August 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Sierra School at Eastern Lower
Nonpublic School/Agency

Marysville Joint Unified School District
LEA Name

By:  7/24/2019
Signature Date

By:  8-2-19
Signature Date

Andrea Vargas
Name and Title of Authorized
Representative

Gary Cena, Superintendent
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Carlee Wilkes	Name and Title Toni Vernier, Executive Director
Nonpublic School/Agency/Related Service Provider Sierra School at Eastern Lower	LEA Marysville Joint Unified School District
Address 9738 Lincoln Village Drive, Suite 100	Address 1919 B Street
City Sacramento	City Marysville
State CA	State CA
Zip 95827	Zip 95901
Phone 916-488-5455	Phone 530-749-6180
Fax 916-488-6763	Fax 530-741-7850
Email carlee.wilkes@catapult.com	Email tvernier@mjusd.com

Additional LEA Notification
(Required if completed)

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

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EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Sierra School at Eastern Lower

The CONTRACTOR CDS NUMBER: 34-67447-6130025

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Maximum Contract Amount: \$ 71,760.00

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: \$165.00 per day
- 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: _____
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$20.00</u>	<u>hc</u>
<u>Language and Speech (415)</u>	<u>\$115.00</u>	<u>hr</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>\$115.00</u>	<u>hr</u>
<u>Physical Therapy (460)</u>	<u>\$115.00</u>	<u>hr</u>
<u>Individual Counseling (510)</u>	<u>\$65.00</u>	<u>hr</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>\$65.00</u>	<u>hr</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>	_____	_____

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)		
BEST model (900)	\$195.00	day
Transportation (900)	\$45.00	day

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 August 12, 2019 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, 2020, 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 at Eastern Lower

LEA Case Manager: Name Ryan Inouye Phone Number 530-741-6112

Pupil Name _____ Sex: ☐ M ☐ F Grade: 4
 (Last) (First) (M.I.)

Address _____ City Marysville State/Zip CA/95901

DOB 8-4-2010 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (916) 868-9566 (_____) _____
 (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: 300 during the regular school year
300 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 \$165.00 = PROJECTED BASIC EDUCATION COSTS \$33,000.00

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							
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 mins/wk	\$65.00/hr	37	\$1,202.50
Counseling and guidance (515)							
Parent Counseling (520)							

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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\$ \$1,202.50

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TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 34,202.50

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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 School at Eastern Lower
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of LEA/SELPA)



8-2-19

(Signature)
Andrea Vargas, President Schools Group

(Date)

(Signature)

(Date)

Carlee Wilkes, Principal
(Name and Title)

Gary Cena, Superintendent
(Name of Superintendent or Authorized Designee)

(Education Code Sections 56365 et seq.)

This agreement is effective on August 12, 2019 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, 2020, 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 at Eastern Lower

LEA Case Manager: Name Ryan Inouye Phone Number 530-741-6112

Pupil Name: _____ Sex: ☐ M ☐ F Grade: 6
 (Last) (First) (M.I.)
 State/Zip: CA/95001

Address _____ City Marysville State/Zip CA/95901

DOB 10-2-2007 Residential Setting: x ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (530) 741-2176 (Residence) _____ (Business) _____

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

AGREEMENT TERMS:

- AGREEMENT TERMS:
2. *Nonpublic School:* The average number of minutes in the instructional day will be: 300 during the regular school year
300 during the extended school year
3. *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 \$165.00 = PROJECTED BASIC EDUCATION COSTS \$33,000.00

B. RELATED SERVICES:

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)		x		30 mins/25 yr	\$115.00/hr	25	\$1,437.50
Physical Therapy (460)							
Individual Counseling (510)		x		30 mins/wk	\$65.00/hr	37	\$1,202.50
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							

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				
Behavior Intervention Services (535)		x		60 min/month	\$65.00/hr	11	\$715.00
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\$ \$3,355.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 37,557.50

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 13, 2019

6. Progress Reporting Requirements: x 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-

Sierra School at Eastern Lower
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of LEA/SELPA)





8-2-19
(Date)

(Signature)
Andrea Vargas, President Schools Group
Andrea Vargas, Principal
(Name and Title)

(Date)
(Signature)
Gary Cena, Superintendent
(Name of Superintendent or Authorized Designee)



SIERRA

SCHOOL

- | | |
|--|--|
| 1. School Certification: | Please see enclosed. |
| 2. Liability Insurance Certificate: | Please see enclosed. |
| 3. School Calendar: | Please see enclosed. |
| 4. Rate Sheet: | Please see enclosed. |
| 5. W9: | Please see enclosed. |
| 6. Federal I.D. Number: | 22-3714699 |
| 7. Staff List: | Please see enclosed. |
| 8. Contract Signer and Title | Andrea Vargas, President |
| 9. School Contact: | Director: Carlee Wilkes
Carlee.wilkes@sierra-school.com

Associate Director: Dustin Hefner
Dustin.hefner@sierra-school.com

Associate Director: Colleen Campbell
colleen.campbell@sierra-school.com

Administrative Assistant: Monica Stevenson
monica.stevenson@sierra-school.com |
- 9738 Lincoln Village #100
Sacramento, CA 95864
(p): 916-488-5455
(f): 916-488-6763

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SPECIALIZED EDUCATION OF CALIFORNIA INC	
2 Business name/disregarded entity name, if different from above SIERRA SCHOOL LOWER	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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. 2 AQUARIUM DRIVE SUITE 100	Requester's name and address (optional)
6 City, state, and ZIP code CAMDEN NJ 08103	
7 List account number(s) here (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								
2	2	-	3	7	1	4	6	9

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 ► 	Date ► 6/24/19
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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.



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION

Date: February 14, 2019

NPS ID: 34-67447-6938245

Nonpublic School: Sierra School at Eastern

Site Administrator: Carlee Erickson Wilkes

Site Address: 1150 Eastern Avenue

City: Sacramento

CA 95864

Grades: K to 8

Approved Classrooms: 10

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:

☒ Autism

☐ Hard of Hearing

☒ Other Health Impairment

☐ Deaf/Blind

☐ Hearing Impaired

☐ Speech and Language Impairment

☐ Deaf

☒ Intellectual Disability

☒ Specific Learning Disability

☒ Emotional Disturbance

☒ Multiple Disabilities

☐ Traumatic Brain Injury

☐ Established Medical Disability

☐ Orthopedic Impairment

☐ Visual Impairment

Authorized to Provide the Following Related Services:

☐ APE

☒ BII

☒ LSSR

☐ PCT

☐ SDTI

☐ VECD

☐ AS

☒ CG

☐ MT

☐ PS

☐ SW

☐ LI:

☐ ATS

☐ EE

☐ OM

☐ PT

☐ TS

☐ Other Services Authorized:

☒ BID

☐ HNS

☒ OT

☐ RS

☐ VS

☐ Residential Component

If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

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

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SIERRA SCHOOL

9738 Lincoln Village Drive, Suite 100, Sacramento, CA 95827
(916) 488-5455

School Hours: Monday - Friday 8:15 a.m. - 2:00 p.m.

Minimum Day Hours: 8:15 a.m. - 12:00 p.m.

M	T	W	TH	F
July 2019 (ESY 0 days)				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	TH	F
August 2019 (15 days)				
			1	2
(5)	(6)	(7)	(8)	(9)
[12]	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	TH	F
September 2019 (20 days)				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

M	T	W	TH	F
October 2019 (23 days)				
	1	2	3	4
7	8	9	10	11
<14>	15	16	17	18
21	22	23	24	25
28	29	30	31	

M	T	W	TH	F
November 2019 (15 days)				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	TH	F
December 2019 (15 days)				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	TH	F
January 2020 (19 days)				
		1	2	3
6	<7>	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	TH	F
February 2020 (15 days)				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

M	T	W	TH	F
March 2020 (22 days)				
2	3	4	5	6
9	10	11	12	13
16	17	<18>	19	20
23	24	25	26	27
30	31			

M	T	W	TH	F
April 2020 (16 days)				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

M	T	W	TH	F
May 2020 (20 days)				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	[29]

M	T	W	TH	F
June 2020 (14 ESY days)				
1	2	3	4	5
{8}	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Regular School Year Information - 180 Days

- [] First Day of RSY 8/12/19
- [] Last Day of RSY - Minimum Day 5/29/19
- [] School Closed/Office Closed
- [] Minimum Day
- () Staff Development Days (no students)
- < > Last Day of the Quarter

Holidays and Breaks:

4th of July: 7/04
Veterans Day: 11/11
Winter Recess: 12/23 - 1/03
President's Holiday: 2/17 - 2/21
Memorial Day: 5/25
Labor Day: 9/02
Thanksgiving Recess: 11/25 - 11/29
MLK Day: 1/20
Spring Recess: 4/06 - 4/13

Quarters

8/12/19 - 10/14/19 45 days
10/15/19 - 1/07/20 45 days
1/08/20 - 3/18/20 45 days
3/19/20 - 5/29/20 45 days
180 days

2019 Extended School Year

{ } First Day of ESY 6/03/19
{ } Last Day of ESY 6/28/19
20 Days: 8:00 a.m. - 1:00 p.m.

2020 Extended School Year

{ } First Day of ESY 6/08/20
{ } Last Day of ESY 7/09/20
20 Days: 8:00 a.m. - 1:00 p.m.

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Note: If you have any questions, please view the CTC Online – Written Instructions for Application and Payment page.

Last Name: AKENS Last Known County of Employment: SACRAMENTO COUNTY OFF

First Name: JOHN Adverse and Commission Actions Indicator:

Middle Name: R

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

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
> 190015094	30-Day Substitute Teaching Permit	Emergency	Valid	1/17/2019	2/1/2020	5/2/2017	

Authorization/Subjects

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.	
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Employment Restrictions

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

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

Last Name: ALLMON Last Known County of Employment: [Redacted]

First Name: ALYSSA Adverse and Commission Actions Indicator:

Middle Name: SARA

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
> 180145358	Education Specialist Instruction Credential	Clear	Valid	6/1/2018	7/1/2023		
160079539	Education Specialist Instruction Credential	Preliminary	Valid	4/28/2016	5/1/2021		

Authorization: Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Added Authorization Date	Major /
> 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. The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE			MIN
ELAE		NONE			MAJ
R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	MM	Mild/Moderate Disabilities		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
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> 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.	
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Employment Restrictions

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

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

First Name: BRITTANY Adverse and Commission Actions Indicator:

Middle Name: CAROLONNA

Status	Document Number	Expiration Date	Issue Date	Term	Document Title	Original Issue Date	Grade
> Valid	160127140	7/1/2021	6/21/2016	Clear	Education Specialist Instruction Credential		
Valid	150009626	2/1/2020	1/2/2015	Preliminary	Education Specialist Instruction Credential		

Authorization/Subjects

Authorization Description	Authorization Code	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
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> 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 AAAS

autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential.

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the ELA1 programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.

This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the

MIN

NONE

MAJ

NONE

MAJ

Mild/Moderate Disabilities

MM

R3MM

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
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> 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.	
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Employment Restrictions

Organization	County	Organization Type
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Note: If you have any questions, please view the CTC Online – Written Instructions for Application and Payment page.

Last Name: BUELL Last Known County of Employment: [REDACTED]

First Name: KELSEY Adverse and Commission Actions Indicator:

Middle Name: COLLEEN

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

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
150193265	Child Development Associate Teacher Permit		Valid	12/1/2016	1/1/2022	12/1/2016	
> 180221656	Provisional Internship Permit		Valid	8/13/2018	9/1/2019	8/13/2018	

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Added Authorization Date	Major / I
> R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available. The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential. The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	MM	Mild/Moderate Disabilities		MAJ
AAAS		NONE			MIN
ELAE		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
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> PIPF	This certificate may not be renewed.	
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Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	SIERRA SCHOOL AT EASTERN	SACRAMENTO COUNTY OFFICE OF EDUCATION

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

Last Name: BYBEE Last Known County of Employment: [REDACTED]

Note: Please verify County of Employment is current.
If flag displayed, click the Adverse and Commission Actions tab.

First Name: SKYLAR Adverse and Commission Actions Indicator:

Middle Name: [REDACTED]

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
180227097	Certificate of Clearance		Valid	9/14/2018	10/1/2023	9/14/2018	
> W18001771	Education Specialist Instruction Credential	Waiver	Valid	9/4/2018	7/11/2019		

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Added Authorization Date	Major/Minor
> 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. The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE			MIN
ELAE		NONE			MAJ
R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	MM	Mild/Moderate Disabilities		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
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Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	SIERRA SCHOOL AT EASTERN	SACRAMENTO COUNTY OFFICE OF EDUCATION

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

Last Name: **BRASHER-WEDMAN** Last Known County of Employment: **San Diego**

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

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

Middle Name: **P**

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
160068836	Certificate of Clearance		Valid	3/24/2016	4/1/2021	3/24/2016	
> 190032441	Education Specialist Instruction Credential	Intern	Valid	1/1/2019	2/1/2021	1/1/2019	
180152523	30-Day Substitute Teaching Permit	Emergency	Valid	8/1/2018	8/1/2019	7/18/2017	

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Added Authorization Date	Major/Minor
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This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English learners, and is participating in a Commission approved intern preparation program. The individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her work with English learners, and must make satisfactory progress toward program completion for the duration of the intern credential.

The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.

This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults

> INTR

This is a non-authorization statement for Intern Credentials.

EMP

ELAE

NONE

MAJ

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R3MM

Mild/Moderate Disabilities

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
> R17N	This intern credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must obtain the recommendation from a Commission-approved Preliminary Education Specialist Credential program sponsor.	TC Code Not Required

Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	SIERRA SCHOOL AT EASTERN	SACRAMENTO COUNTY OFFICE OF EDUCATION

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

Last Name: HEFNER Last Known County of Employment: [REDACTED]

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

First Name: DUSTIN Adverse and Commission Actions Indicator:

Middle Name: BLAKE

Document Title	Document Number	Term	Status	Issue Date	Expiration Date	Original Issue Date
Certificate of Clearance	160142068		Valid	7/13/2016	8/1/2021	7/13/2016
> 30-Day Substitute Teaching Permit	180129611	Emergency	Valid	6/7/2018	7/1/2019	8/10/2016

Authorization/Subjects

Subject Code	Authorization Code	Authorization Description	Subject Description	Major/ Minor	Add
> 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.	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 Description	Renewal Code	Additional Description
> 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.	P30	

Employment Restrictions

Organization	Organization Type	County
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Fingerprint Status: Complete: No Action Req

If flag displayed, click the Adverse and Commissions Actions tab. If no flag, view adverse actions in the status field in the All documents tab.

Last Name: JOHNSON

First Name: STEPHEN

Middle Name: DOUGLAS

Adverse and Commission Action Indicator:

Last Known County of Employment:

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date
180075698	Certificate of Clearance		Valid	4/3/2018	5/1/2023	4/3/2018
> 190006837	Provisional Internship Permit		Valid	9/24/2018	10/1/2019	9/24/2018
180104096	30-Day Substitute Teaching Permit	Emergency	Valid	6/1/2018	6/1/2019	1/2/2008
170096497	30-Day Substitute Teaching Permit	Emergency	Valid	5/8/2017	6/1/2018	1/2/2008
160061272	30-Day Substitute Teaching Permit	Emergency	Valid	5/1/2016	5/1/2017	1/2/2008
150077854	30-Day Substitute Teaching Permit	Emergency	Valid	5/1/2015	5/1/2016	1/2/2008
140058819	30-Day Substitute Teaching Permit	Emergency	Valid	5/1/2014	5/1/2015	1/2/2008
130057689	30-Day Substitute Teaching Permit	Emergency	Valid	4/3/2013	5/1/2014	1/2/2008
110076114	Career Technical Education Teaching Credential	Preliminary	Valid	3/16/2011	4/1/2014	3/16/2011
081033004	Full Time Designated Subjects Career Technical Education Teaching Credential	Preliminary	Valid	4/14/2008	5/1/2013	4/14/2008

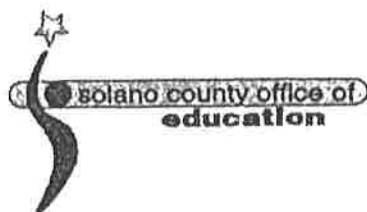
Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ N
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> R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available. The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential. The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-	MM	Mild/Moderate Disabilities	MAJ
AAAS		NONE		MIN
ELAE		NONE		MAJ

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Lisette Estrella-Henderson
Superintendent of Schools

Temporary County Certificate Application

1. Applicant Information

Name: Leonard Ashley Elaine
Last First Middle
Address: 2350 American River Dr. #208 Sacramento CA 95825
Street (incl. apartment number if applicable) City State Zip Code

Phone: 9164885455 SSN: _____ Birth Date: _____

Exact Title of Credential Being Applied For: Provisional Internship Permit

Subject(s), Specialty Area(s) or Description: Special Education Mild/Moderate

Term: PIP Applied For Through: _____ Application Date: 3/18/19

2. Applicant Affidavit

"I certify (or affirm) under penalty of perjury that I have provided true and accurate statements of all facts relating to my professional and personal qualifications for the performance of service requiring certification; and that I have submitted my complete application for Credential Authorizing Public School Service to the Commission on Teacher Credentialing together with the required fee. I am aware that such application may be denied on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit. I hereby authorize and release any and all information from the Commission on Teacher Credentialing to the Solano County Office of Education."

Applicant Signature: [Signature] Date: 03/18/2019

3. Employer Affidavit (District Use)

"I certify (or affirm) under penalty of perjury that I have made diligent inquiry into the qualifications and fitness of this applicant and based upon his or her statements and documents which I believe to be true and accurate, have determined that he or she has all qualifications required by law for the performance of service requiring certification except actual possession of a certificate. Based on applicant information and receipt of DOJ fingerprint clearance, it is hereby requested that a Temporary County Certificate be issued for the purpose of authorizing salary payments for services to be performed pending issuance of a regular certificate."

Requested TCC Start Date: 3/19/2019 Assignment Description Including Grade Level: SpEd, 6-8 grade District: _____

Employer Signature: [Signature] Date: 3-18-19 Attachments: _____

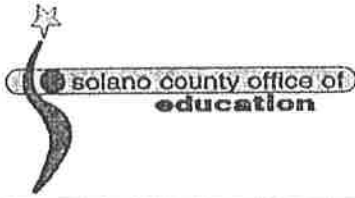
4. Certificate (County Use)

"Based upon the applicant's statements and documents, which I believe to be true and accurate, I have determined that the applicant has met all requirements for the requested credential or permit, and further, that the applicant has submitted to this office for submission to the CTC a complete application for a credential or permit authorizing public school service together with the required fee, OR provided verification of such application. Based upon such information and belief, and by authority of Section 44332 of the Education Code, I hereby authorize issuance of a Temporary County Certificate pending issuance of the requested credential or permit by the CTC."

This certificate is valid for service in the schools of Solano County from 2/25/19 to 6/30/19, or until the credential or permit applied for is granted or denied by the CTC, or the application is withdrawn by the applicant.

County Signature: [Signature] Date: 3/27/19 Documents to CTC: _____

Extended on: _____ Note: _____ Revised End Date: _____



Lisette Estrella-Henderson
Superintendent of Schools

Temporary County Certificate Application

1. Applicant Information

Name: Kreeger-Nielebeck Michael Andrew
Last First Middle
Address: 307 J Street Lincoln CA 95648
Street (incl. apartment number if applicable) City State Zip Code
Phone: (916) 488-5455 SSN: _____ Birth Date: _____

Exact Title of Credential Being Applied For: Provisional Internship Permit

Subject(s), Specialty Area(s) or Description: Mild/Moderate; Autism Spectrum Disorders

Term: PIP Applied For Through: CTC (Mail) Application Date: 12/20/18

2. Applicant Affidavit

"I certify (or affirm) under penalty of perjury that I have provided true and accurate statements of all facts relating to my professional and personal qualifications for the performance of service requiring certification; and that I have submitted my complete application for Credential Authorizing Public School Service to the Commission on Teacher Credentialing together with the required fee. I am aware that such application may be denied on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit. I hereby authorize and release any and all information from the Commission on Teacher Credentialing to the Solano County Office of Education."

Applicant Signature: [Signature] Date: 03/01/19

3. Employer Affidavit (District Use)

"I certify (or affirm) under penalty of perjury that I have made diligent inquiry into the qualifications and fitness of this applicant and based upon his or her statements and documents which I believe to be true and accurate, have determined that he or she has all qualifications required by law for the performance of service requiring certification except actual possession of a certificate. Based on applicant information and receipt of DOJ fingerprint clearance, it is hereby requested that a Temporary County Certificate be issued for the purpose of authorizing salary payments for services to be performed pending issuance of a regular certificate."

Requested TCC Start Date: 03/01/19 Assignment Description Including Grade Level: SpEd Teacher; 6-8th grade District: SCOE-10488

Employer Signature: [Signature] Date: 03/01/19 Attachments: Sending Originals

4. Certificate (County Use)

"Based upon the applicant's statements and documents, which I believe to be true and accurate, I have determined that the applicant has met all requirements for the requested credential or permit, and further, that the applicant has submitted to this office for submission to the CTC a complete application for a credential or permit authorizing public school service together with the required fee, OR provided verification of such application. Based upon such information and belief, and by authority of Section 44332 of the Education Code, I hereby authorize issuance of a Temporary County Certificate pending issuance of the requested credential or permit by the CTC."

This certificate is valid for service in the schools of Solano County from 3/1/19 to 6/30/19, or until the credential or permit applied for is granted or denied by the CTC, or the application is withdrawn by the applicant.

County Signature: [Signature] Date: 3/1/19 Documents to CTC: _____

Extended on: _____ Note: _____ Revised End Date: _____

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

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

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

Middle Name: **LEONIDAS**

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
> 150228424	Education Specialist Instruction Credential	Level I	Valid	8/14/2015	9/1/2020	8/14/2015	

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Added Authorization Date	Major/ I
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This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.

> R3MM

MM

Mild/Moderate Disabilities

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

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- > 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.
- RSMC The holder must complete the Subject Matter Competence requirement.
- NSEE The holder must complete at least one semester unit of supervised field experience in general education or 45 clock hours of experience with non-special education students.
- READ The holder must complete the developing English language skills, including reading, requirement.
- US The holder must complete the U.S. Constitution requirement.
- HEAL The holder must complete a course in health education including nutrition, the effects of abuse of alcohol, narcotics, and drugs and the use of tobacco. The holder must also complete training in CPR that meets the standards set by the American Heart Association in its B-level course or the community CPR course provided by the American Red Cross.
- RSG The holder must complete the equivalent of a Commission-approved preliminary program in the specialty area listed on this document.
- 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
<div style="position: relative; height: 100px;"> <div style="position: absolute; top: 0; left: 0; width: 100%; height: 100%; background-color: #f0f0f0;"></div> </div>		

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

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

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

Middle Name: **ARIANNA**

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
180162707	Certificate of Clearance		Valid	7/10/2018	8/1/2023	7/10/2018	
> 180241489	Provisional Internship Permit		Valid	8/13/2018	9/1/2019	8/13/2018	

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Added Authorization Date	Major /
> R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available. The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential. The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	MM	Mild/Moderate Disabilities		MAJ
AAAS		NONE			MIN
ELAE		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
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> PIPF	This certificate may not be renewed.	
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Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	SIERRA SCHOOL AT EASTERN	SACRAMENTO COUNTY OFFICE OF EDUCATION

8b

Sierra School Staff Eastern~Lower

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