



## Lexia Reading Seat Subscription Renewal Quote

Linda Elementary School  
Randy Swann, rswann@mjud.k12.ca.us  
Site ID: 9196-0933-0931-7808



Pricing valid through October 15, 2020; future pricing subject to change.

July 27, 2020

Randy Swann, Principal  
Linda Elementary School  
6180 Dunning Ave  
Marysville, CA 95901

### Student Licenses (Includes Minimum Success Partnership):

☐ 1 year extension 254 Lexia Reading licenses \$10,540

Or

### Site Licenses Options:

☒ 1 year Lexia Reading (Lexia Core5/Lexia PowerUp Literacy) Unlimited Site License \$11,900

Please Confirm Subscription Total Here: \$ 11,900

Subscriptions start as of receipt of purchase order, will be invoiced for the full subscription period and terminate at the end of the contracted period. All associated services will terminate on the subscription termination date. At the end of the service period there is zero residual value. Services may be renewed at the current prices and student data will be retained. Unless otherwise set forth herein, all product licenses shall have the same start and end dates and all services must be used within the subscription period. **Changes to orders are only permitted within 30 days of receipt of order. Unused or undesired product licenses or services are not eligible for refund or credit. We encourage customers to select a multi-year term to benefit from the best value and also to provide protection from any year-to-year price increases.**

**By signing below, I am indicating that I have reviewed and I understand the Subscription Services and Terms and Conditions and I agree to both as stated.**

Print Name & Title: Penny Lausong, Asst. Supt. of Business Services

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

Please include a copy of this page with your purchase order!

### Please send all purchase orders and payments to:

Greenfield Learning Inc. | Attn: Tim Stewart  
PO Box 3024, Half Moon Bay, CA 94019  
Phone: 800-363-5547 Fax: 650-726-1156 Email orders: [orders@greenfieldlearning.com](mailto:orders@greenfieldlearning.com)

**Questions about your renewal?** Contact Tim Stewart at (530) 400-7651 or [tim@greenfieldlearning.com](mailto:tim@greenfieldlearning.com)

**The subscription service includes:**

- a. Access to *Lexia Reading Core5* and *Lexia PowerUp Literacy* per these System Requirements: <https://www.lexialearning.com/tech-guides>
- b. Data hosting and reporting functions at [www.myLexia.com](http://www.myLexia.com) and the myLexia APP.
- c. Detailed setup instructions per [Technical Setup](#).
- d. Lexia Reading scripted lesson plans, independent student worksheets and instructional connections.
- e. System updates, 800-line tech support, and On-Demand training videos.
- f. Please note that Lexia fully adheres to the strictest data privacy requirements. For details, please see: <https://www.lexialearning.com/website-privacy-policy>

## TERMS & CONDITIONS

Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days, unless otherwise specified on the quote. Greenfield Learning will invoice the total price set forth above upon Customer's acceptance and receipt of a signed purchase order. **Payment is due Net 30 days from Invoice.**

## TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all product licenses shall have the same start and end dates and all services must be used within the subscription period or otherwise specified time frame indicated on quote. **Changes to orders are only permitted within 30 days of receipt of order. Unused or undesired product licenses or services are not eligible for refund or credit. We encourage customers to select a multi-year term to benefit from the best value and also to provide protection from any year-to-year price increases.** Without prejudice to its other rights, Greenfield Learning may suspend delivery of the product/services in the event that Customer fails to make any payment when due. **All prices quoted and due in USD.**

## ORDER PROCESSING

To submit an order, please fax this quote along with the applicable Purchase Order to: **650-726-1156**, or send by email to [orders@greenfieldlearning.com](mailto:orders@greenfieldlearning.com).

**Note:** Each Purchase Order must include a copy of the Lexia quote.

# RENAISSANCE®

Quote  
# 2415500

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

## Marysville Joint Unified School District - 288097

Reference ID: 497972

1919 B St

Marysville, CA 95901-3731

Contact: Amy Stratton - (530) 741-6000

Email: [astratton@mjuds.com](mailto:astratton@mjuds.com)

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$2,136.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$2,136.00</b>

### This quote includes: Renaissance Freckle.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>

To accept this offer and place an order, please sign and return this Quote.

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

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

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

Renaissance Learning, Inc.	Marysville Joint Unified School District - 288097
	By:
Name: Ted Wolf	Name: Penny Lausen
Title: VP - Corporate Controller	Title: Asst. Supt. of Business Services
Date: 09/30/2020	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642


Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

Phone: (877)444-3172

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

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

Business Services Department

Approval:   
Date: 10-2-20

3

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

This quote is valid until 11/23/2020. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

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

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

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

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



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Phone: (800) 338-4204 | Fax: (877) 280-7642  
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Quote Details					
Linda Elementary School - 288119					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Applications</b>					
Freckle ELA add-on Subject Student Subscription	10/01/2020 - 09/30/2021	89	\$9.00	\$0.00	\$801.00
Freckle Math Student Subscription	10/01/2020 - 09/30/2021	89	\$15.00	\$0.00	\$1,335.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Linda Elementary School Total</b>				<b>\$0.00</b>	<b>\$2,136.00</b>

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5

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 0020217019	
5. PROJECT NO. (If applicable)		6. ISSUED BY BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2820 Contracting Office Sacramento CA 95825		7. ADMINISTERED BY (If other than Item 6) DOI, BIA PACIFIC Contracting Office 2800 COTTAGE WAY ROOM W2800 Sacramento CA 95825	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT Attn: ATTN GOVERNMENT POC 5150 FRUITLAND RD MARYSVILLE CA 95901-9505		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0071316888		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. A19AV00491	
				10B. DATED (SEE ITEM 13) 04/01/2019	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
01 Net Increase: \$3,191.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 93-638 as Amended

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CFDA Number: 15.130

DUNS Number: 100122274

Marysville Joint Unified School District, to award additional JOM Funds.

TINA FOURKILLER-RAMIREZ, AWARDING OFFICIAL: BIA2018-L1-000113

THESE FUNDS ARE MADE AVAILABLE PURUSANT TO H.J. RES. 28/FURTHER ADDITIONAL CONTINUING APPROPRIATIONS ACT, 2019. FUNDS ARE AVAILABLE THROUGH THEIR PERIOD OF AVAILABILITY. (JAN. 25, 2019).

Legacy Doc #: IA

Delivery: 12/31/2020

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Gary Ceng, Superintendent		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tina Fourkiller	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 9/21/20		16C. DATE SIGNED	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

A19AV00491/0002

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 0009061761 BIA PRO CCA 650 Capitol Mall Suite 8 500 SACRAMENTO CA 95814-4701 US  Account Assignm: K G/L Account: 6100.252IO Business Area: A000 Commitment Item: 252IO0 Cost Center: AADD50J010 Functional Area: AOE904545.999900 Fund: 190A2100DD Fund Center: AADD50J010 PR Acct Assign: 01 Period of Performance: 10/01/2018 to 01/31/2021				
00030	190 AOE904545 JOM Funds Obligated Amount: \$3,191.00  THIS AWARD IS BEING ISSUED TO FUND ADDITIONAL JOM FUNDS.				3,191.00

Johnson-O'Malley  
Application for Contract  
PART 1

Contract Budget Summary

Contract Summary

Category

(a)	Personnel/Salaries (350 hours of tutoring @ \$9.85 per hour)	<u>\$ 0.00</u>
(b)	Fringe Benefits	<u>\$ 0.00</u>
(c)	Travel	<u>\$ 0.00</u>
(d)	Equipment*	<u>\$ 0.00</u>
(e)	Supplies**	<u>\$ 1,591.00</u>
(f)	Consultants/Contractual Services	<u>\$ 1,400.00</u>
(g)	Space Cost	<u>\$ 0.00</u>
(h)	Indian Education Committee costs	<u>\$ 0.00</u>
(I)	List other needs by category	<u>\$ 0.00</u>
	Cultural Workshops for parents and students	
	Registration, Lodging, Meals, Transportation	
	Annual State Indian Conference (4 parents, 6 students)	
	Registration, Lodging, Meals, Transportation	
	Education Programs	
	Spring Pow Wow	
	SUB TOTAL	<u>\$2,991.00</u>
	Indirect cost rate used to calculate contract support funds. (6.69%)	<u>\$ 200.00</u>
	TOTAL	<u>\$3,191.00</u>

Johnson-O'Malley  
Application for Contract  
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(a) PERSONNEL

1.1	Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, counseling, outreach, liaison services. Pay rate established by the District pay range, \$13.00 per hour for high school tutors and classified adult tutors.	\$ 0.00
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TOTAL (a)		\$ 0.00
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(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

PERS Teachers and Instructional Assistants  
OASDI Teachers and Instructional Assistants  
HEALTH Teachers and Instructional Assistants  
DENTAL Teachers and Instructional Assistants  
SUI Teachers and Instructional Assistants  
COMP Teachers and Instructional Assistants  
LIFE INSURANCE  
ALTERNATIVE TO SOCIAL SECURITY

TOTAL (b)		\$ 0.00
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Johnson-O'Malley  
Application for Contract  
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(c)	TRAVEL	\$ 0.00
(d)	EQUIPMENT	\$ 0.00
(e)	SUPPLIES Supplies necessary to support cultural events and activities	\$ 1,591.00
(f)	CONTRACTUAL	\$ 1,400.00
(g)	COST OF SPACE	\$ 0.00
(h)	INDIAN EDUCATION COMMITTEE COSTS	\$ 0.00
(i)	OTHER NEEDS	
1.1	Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation.	
1.2	Annual State Indian Conference - 1 parent and student will attend and participate as presenters. Registration, Lodging, Meals and Transportation.	
1.3	Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies.	
1.4	JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School.	
	TOTAL	\$ 0.00
	TOTAL DIRECT CHARGES	\$ 2,991.00
	TOTAL INDIRECT CHARGES (6.58%)	\$ 200.00
	TOTAL BUDGET	\$ 3,191.00

10

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
JOB DESCRIPTION  
TUTOR**

**I. DEFINITION**

- A. Hired on temporary basis, as needed, to meet the individual needs of American Indian students.

**II. EXAMPLES OF DUTIES\***

- A. Tutoring
- B. Counseling
- C. Outreach Liaison Services

**III. EXPERIENCE**

- A. Sufficient experience to show the ability to maintain simple clerical records, and to organize and direct simple youth activities and programs.

**IV. EDUCATION**

- A. Equivalent to graduation from high school.
- B. Either 48 College Units or passing of the Para-educators test.

\* Employees that are funded from consolidated application funds and who are assigned to school sites will perform duties which directly benefit applicable program participants. An activity log will be kept by all such employees to ensure that the program(s) are properly charged for actual services provided.



## PBIS Rewards Service Proposal For:

Cedar Lane Elementary School

Proposal Number: v95383

Date: September 24, 2020

### Executive Summary

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to Cedar Lane Elementary School (Organization), Marysville Joint Unified School District, located at 841 Cedar Lane, West Linda, CA 95961, United States for the school year 2020-2021.

### School Requirements

#### Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

#### Primary Staff Contact

PR will provide access for the Organization's primary staff contact. The Organization's primary staff contact may provide authorization for additional staff members to perform administrative tasks associated with the PBIS Rewards application. Once access has been granted, the primary staff contact, or designees, will be responsible to ensure that all other staff members and students are granted access to the program. PR can assist in this process if issues arise, but the primary responsibility for granting access and setting permission levels for school staff members and students will rest with the Organization.

#### Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)
- Amazon Fire devices (latest version)

We will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

#### ID Card Limitation

If Organization is using ID Cards provided outside of the PBIS Rewards service, you confirm that Organization has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in Organization. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that Organization test compatibility to ensure that the Apps work satisfactorily.

12



## Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

## Pricing

Pricing for the use of the software consists of a per school base fee plus a per student fee. The number of students is based on the school's best estimate of the number of active students they will have at peak enrollment. If the number of active students is 5% or more than the estimate, an additional charge may be invoiced. All pricing is in US Dollars (USD).

Description	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	1	\$500.00	\$500.00	USD
PBIS Rewards Per Student Fee	530	\$1.95	\$1,033.50	USD
<b>Total Price</b>			<b>\$1,533.50</b>	USD

*PBIS Rewards must be renewed every school year.*

**\*\*\* ID Badges and Lanyards are not included. \*\*\***

**\*\*\* The Advanced Referral System add-on is not included. \*\*\***

## Payment

Organization will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/policies/bpp/>. Organization acknowledges and agrees to the terms of the PR Billing and Payment Policy.

## Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the Organization. The preferred method for initiating a helpdesk request is to use the PBIS Rewards Support Website:

<https://support.pbisrewards.com/help>

Users can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

## Services

PR will permit Organization to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by Organization.

13

## PBIS Rewards Terms of Service

This proposal is a contract for services and is covered by the PBIS Rewards Terms of Service dated July 26, 2018. A copy of the PBIS Rewards Terms of Service can always be found at:

<https://www.pbisrewards.com/policies/platform-terms-of-service/>

If PBIS Rewards updates the PBIS Rewards Terms of Service, the Organization will be notified that there is a new version available. By default, the PBIS Rewards Terms of Service dated July 26, 2018 will remain the legally-binding version. If it so chooses, the Organization may notify PBIS Rewards in writing that it adopts the new version which then becomes the legally-binding version of the PBIS Rewards Terms of Service.

The PBIS Rewards Terms of Service covers the following: a) Acceptable Use; b) Student Data Privacy; c) FERPA; d) COPPA; e) PPRA. Additionally, where applicable, it covers state-specific policies.

## Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to Organization for any of the following reasons: (i) Organization fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives Organization notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) Organization furnishes false or misleading customer information; (iv) Organization fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) Organization fails to provide timely information or data necessary for activating the Services; (vi) Organization does not comply with any applicable software licensing agreements, if any; (vii) Organization becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

## Limited Warranty

Organization warrants that it has completed due diligence on the fitness of the PBIS Rewards service. PBIS Rewards warrants that the PBIS Rewards Service will work as outlined in the user documentation provided via the PBIS Rewards support site at <https://support.pbisrewards.com> and makes no implied warranties. PBIS Rewards will fix any Defect of operation of the software in a timely manner which will not extend beyond 60 days from the first discovery of the Defect. A Defect is any operation or non-operation of the software where it does not perform as described on the support website. Requests to change how the software operates will not constitute a Defect. Any warranty claim must be brought within 180 days from date of purchase for which PR may choose to either repair, replace, or refund the purchase price.

## Limitation of Liability

In no event shall PR be liable for any damages including, without limitation, incidental or consequential damages that Organization alleges to have suffered as a result of the Services or the failure of the Services or any costs or expenses for labor or other expenses incurred by reason of the use of any defective goods, access interruption, or loss of information arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by Organization within 180 days after the cause of action occurs.

## Security Protocols

Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PR shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by the Organization. Organization agrees to train staff members on security protocols and

ensure passwords are maintained in a secure environment to minimize unauthorized access.

## Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Terms of Service dated July 26, 2018 which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and Organization.

**COPYRIGHT.** All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

**DAMAGES UPON TERMINATION.** In the event that PR at any time terminates the Service for any default by Organization, in addition to any other remedies PR may have at law or in equity, PR may recover from Organization all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by Organization of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

**NOTICE.** All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: Motivating Systems, LLC  
dba PBIS Rewards  
223 NW 2nd St, Suite 300  
Evansville IN 47708  
United States

ORGANIZATION: Cedar Lane Elementary School  
841 Cedar Lane  
West Linda, CA 95961  
United States

**WAIVER.** No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and Organization.

**VENUE.** Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, Indiana. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between Organization and PR relating to this agreement, each Party agrees to bear its own attorney and legal fees.

**SEVERABILITY.** If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

**AUTHORITY.** The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

15

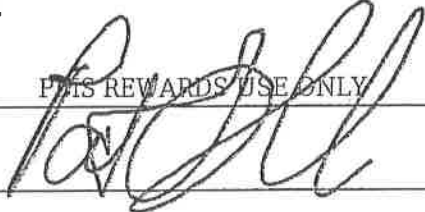
**EXECUTION OF AGREEMENT.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid for 60 days.

In accepting this agreement, Organization agrees to the work and terms as outlined in this proposal dated September 24, 2020. To accept the terms of this proposal please sign and deliver this document to Motivating Systems, LLC dba PBIS Rewards via email at sales@pbisrewards.com or fax at 812-660-9040.

PBIS REWARDS USE ONLY

SIGN: \_\_\_\_\_  
PRINT: Penny Lausong  
TITLE: ASST. Supt of Business Services  
FOR: Cedar Lane Elementary School

SIGN:   
PRINT: Pat Heck  
TITLE: President  
FOR: PBIS Rewards

16

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

**2020-2021**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Contract Year 2020-2021

X Nonpublic School  
       Nonpublic Agency

## Type of Contract:

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

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

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

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

## TABLE OF CONTENTS

### I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT .....
2. CERTIFICATION AND LICENSES .....
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....
4. TERM OF MASTER CONTRACT .....
5. INTEGRATION/CONTINUANCE OF CONTRACT  
FOLLOWING EXPIRATION OR TERMINATION .....
6. INDIVIDUAL SERVICES AGREEMENT .....
7. DEFINITIONS .....

### II. ADMINISTRATION OF CONTRACT

8. NOTICES .....
9. MAINTENANCE OF RECORDS .....
10. SEVERABILITY CLAUSE .....
11. SUCCESSORS IN INTEREST .....
12. VENUE AND GOVERNING LAW .....
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO  
CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES .....
14. TERMINATION .....
15. INSURANCE .....
16. INDEMNIFICATION AND HOLD HARMLESS .....
17. INDEPENDENT CONTRACTOR .....
18. SUBCONTRACTING .....
19. CONFLICTS OF INTEREST .....
20. NON-DISCRIMINATION .....

### III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION .....
22. GENERAL PROGRAM OF INSTRUCTION .....
23. INSTRUCTIONAL MINUTES .....
24. CLASS SIZE .....
25. CALENDARS .....
26. DATA REPORTING .....
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....
28. STATEWIDE ACHIEVEMENT TESTING .....
29. MANDATED ATTENDANCE AT LEA MEETINGS .....
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS .....
31. STUDENT DISCIPLINE .....
32. IEP TEAM MEETINGS .....
33. SURROGATE PARENTS AND FOSTER YOUTH .....
34. DUE PROCESS PROCEEDINGS .....
35. COMPLAINT PROCEDURES .....
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS .....
37. TRANSCRIPTS .....

- 38. STUDENT CHANGE OF RESIDENCE
- 39. WITHDRAWAL OF STUDENT FROM PROGRAM
- 40. PARENT ACCESS
- 41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS  
AND RESIDENTIAL TREATMENT CENTER CONTRACTORS
- 42. STATE MEAL MANDATE
- 43. MONITORING

#### IV. PERSONNEL

- 44. CLEARANCE REQUIREMENTS
- 45. STAFF QUALIFICATIONS
- 46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS
- 47. STAFF ABSENCE
- 48. STAFF PROFESSIONAL BEHAVIOR

#### V. HEALTH AND SAFETY MANDATES

- 49. HEALTH AND SAFETY
- 50. FACILITIES AND FACILITIES MODIFICATIONS
- 51. ADMINISTRATION OF MEDICATION
- 52. INCIDENT/ACCIDENT REPORTING
- 53. CHILD ABUSE REPORTING
- 54. SEXUAL HARASSMENT
- 55. REPORTING OF MISSING CHILDREN

#### VI. FINANCIAL

- 56. ENROLLMENT, CONTRACTING, SERVICE TRACKING,  
ATTENDANCE REPORTING AND BILLING PROCEDURES
- 57. RIGHT TO WITHHOLD PAYMENT
- 58. PAYMENT FROM OUTSIDE AGENCIES
- 59. PAYMENT FOR ABSENCES
- 60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY
- 61. INSPECTION AND AUDIT
- 62. RATE SCHEDULE
- 63. DEBARMENT CERTIFICATION

EXHIBIT A: RATES

EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT



**2020-2021**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** Marysville Joint Unified School District

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Aldar Academy

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into on July 1, 2020, between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Aldar Academy (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 and licensure 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 Agreement 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.

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 and all staff persons providing services to pupils shall be certified and/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 in writing 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 Master 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 July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section

3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

At a minimum, such information shall include copies of current 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 ("ISA")**

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

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

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means:
- 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,
  - 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

25

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**

26

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.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect 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 must 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:

28



\$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 Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act 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 the 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 determined to be a partner, joint venture, 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 determination, 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.

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 must 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 Government Code Section 1090 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

### 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.

33

## **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

34

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 data related to all sections of this contract, including student discipline as noted below, 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, service tracking documentation, 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.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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.

35

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all

statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

## **32. IEP TEAM MEETINGS**

An IEP 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. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. 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. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. 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. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **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) quarterly.

39

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 from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, 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 following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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**

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. 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, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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.

43

#### 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.

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

## **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 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 or 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

49

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

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

#### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

### **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.



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Aldar Academy  
Nonpublic School/Agency

Marysville Joint Unified School District  
LEA Name

By: [Signature] 9/11/2020  
Signature Date

By: Penny Lauseng 9-23-20  
Signature Date

Ed Noskowski, President  
Name and Title of Authorized Representative

Penny Lauseng, Assistant Superintendent of Business Services, MJUSD  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Ed Noskowski, President			Name and Title Jessica Guth, Director of Program Services		
Nonpublic School/Agency/Related Service Provider  Aldar Academy			LEA  Marysville Joint Unified School District		
Address 4436 Engle Road			Address 1919 B Street		
City Sacramento	State CA	Zip 95821	City Marysville	State CA	Zip 95901
Phone (916) 485-9685			Phone (530) 749-6171	Fax (530) 741-7850	
Email ed@aldaracademy.org			Email jguth@mjusd.k12.ca.us		

Additional LEA Notification  
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

## EXHIBIT A: 2020-2021 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aldar Academy

The CONTRACTOR CDS NUMBER: 34 67447 6937999

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

Maximum Contract Amount: \$119,400.00

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: \$185.00
- 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>\$40.00</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$120.00</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>	<u>          </u>	<u>          </u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>          </u>	<u>          </u>
<u>Health and Nursing: Other Services (436)</u>	<u>          </u>	<u>          </u>
<u>Assistive Technology Services (445)</u>	<u>          </u>	<u>          </u>
<u>Occupational Therapy (450)</u>	<u>          </u>	<u>          </u>
<u>Physical Therapy (460)</u>	<u>          </u>	<u>          </u>
<u>Individual Counseling (510)</u>	<u>\$90.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$90.00</u>	<u>hour</u>
<u>Parent Counseling (520)</u>	<u>          </u>	<u>          </u>
<u>Social Work Services (525)</u>	<u>          </u>	<u>          </u>
<u>Psychological Services (530)</u>	<u>          </u>	<u>          </u>
<u>Behavior Intervention Services (535)</u>	<u>          </u>	<u>          </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>          </u>	<u>          </u>

54

<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

**EXHIBIT B: 2020-2021 ISA**

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

This agreement is effective on July 1, 2020 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, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District

Nonpublic School Alder Academy

LEA Case Manager: Name Adam Pitts/Jessica Guth  
(530)749-6171

Phone Number (530) 741-6150 x2519/

Pupil Name [REDACTED]

Sex: ☒ M ☐ F Grade: [REDACTED]

Address [REDACTED] (Last)

(First)

City [REDACTED]

(M.I.)

State/Zip [REDACTED]

DOB [REDACTED] Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_

☐ OTHER \_\_\_\_\_

Parent/Guardian [REDACTED]

Phone [REDACTED]

( )

(Residence)

(Business)

Address \_\_\_\_\_  
(If different from student)

City \_\_\_\_\_

State/Zip \_\_\_\_\_

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year  
225 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: \$185.00

Estimated Number of Days 200 x Daily Rate \$185.00 = PROJECTED BASIC EDUCATION COSTS \$37,000

**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 minutes/week	\$45.00	40	\$1800.00
Counseling and guidance (515)							
Parent Counseling (520)							
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)		X		15 minutes/week	Included in tuition	36	Included in tuition
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)		X		15 minutes/week	Included in tuition	36	Included in tuition
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							



# **EXHIBIT B: 2020-2021 ISA**

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

This agreement is effective on July 1, 2020 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, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District

Nonpublic School Aldar Academy

LEA Case Manager: Name Adam Pitts/Jessica Guth  
(530)749-6171

Phone Number (530) 741-6150 x2519/

Pupil Name [redacted]  
[redacted]

[redacted]

[redacted]

Sex: ☒ M ☐ F

Grade: \_\_\_\_\_

Address [redacted] (Last)

(First)

City [redacted]

(M.I.)

State/Zip [redacted]

DOB [redacted]

Residential Setting: ☒ Home ☒ Foster ☐ LCI # \_\_\_\_\_

☐ OTHER \_\_\_\_\_

Parent/Guardian [redacted]

Phone [redacted]  
(Residence)

[redacted]  
(Business)

Address \_\_\_\_\_  
(If different from student)

City \_\_\_\_\_

State/Zip \_\_\_\_\_

### **AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year  
225 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: \$185.00

Estimated Number of Days 200 x Daily Rate \$185.00 = PROJECTED BASIC EDUCATION COSTS \$3700.00

### **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)							
Counseling and guidance (515).		X		30 minutes/week	\$45.00	40	\$1800.00
Parent Counseling (520)							
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)		X		30 minutes/week	Included in daily rate	36	included in daily rate
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							





**EXHIBIT B: 2020-2021 ISA**

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

This agreement is effective on July 1, 2020 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, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District

Nonpublic School Aldar Academy

LEA Case Manager: Name Kacy Grimes/Kristina Royer  
(530)749-6182

Phone Number (530) 741-6112 x3623/

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

Address [redacted] City [redacted] State/Zip \_\_\_\_\_

DOB [redacted] Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian [redacted] Phone [redacted] (Residence) [redacted] (Business)  
Address [redacted] City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School: The average number of minutes in the instructional day will be: 345 during the regular school year  
225 during the extended school year
- Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year  
20 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: \$185

Estimated Number of Days 200 x Daily Rate \$185 = PROJECTED BASIC EDUCATION COSTS \$37,000.00

**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		X		8 sessions/month, 30 min/session	\$80	80	\$4800.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
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							





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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

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

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Aldar Academy 17421 Paseo Carmelo Los Gatos CA 95030	INSURER(S) AFFORDING COVERAGE INSURER A : Nonprofits Insurance Alliance of California INSURER B : Service American Indemnity Company INSURER C : INSURER D : INSURER E : INSURER F :

## COVERAGES

CERTIFICATE NUMBER: 2024548335

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			202007712NPO	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202007712NPO	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			202007712UMB	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SATIS0021500	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct Professional Liability			202007712NPO	7/1/2020	7/1/2021	EACH OCC/AGGREGATE \$1M/\$1M EACH OCC/AGGREGATE \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: As Per Contract or Agreement on File with Insured.

## CERTIFICATE HOLDER

## CANCELLATION

Marysville Joint USD  
1919 B Street  
Marysville, CA 95901

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

AUTHORIZED REPRESENTATIVE

65

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>ALDAR ACADEMY</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>4436 ENGIE Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Sacramento CA 95821</b>	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
9	4	-	2	3	0	9	4	2

### 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).

**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 on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>9-11-2020</b>
-----------	-------------------------------------------------------------------------------------------------------------------	----------------------------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



## County of Sacramento General Business License



**ALDAR ACADEMY**  
**ALDAR ACADEMY**  
**4436 ENGLE ROAD**  
**SACRAMENTO, CA 95821**

License Number: **GNB32013-01850**      Expiration Date: **July 21, 2022**

Issue Date: **July 22, 2013**

Owner Name: **ALDAR ACADEMY**

Business Name: **ALDAR ACADEMY**

Location: **4436 ENGLE RD**  
**SACRAMENTO, CA 95821**

Business Activities: **PRIVATE SCHOOL**

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

SEE THE ENCLOSED NOTIFICATION OF POTENTIALLY APPLICABLE CODES AND ORDINANCES. LICENSEE SHALL ABIDE BY ALL APPLICABLE COUNTY REGULATIONS, STATE AND FEDERAL LAWS. SIGNAGE ONLY ALLOWED ON 50 % OF ANY WINDOW PANE. LEGAL NON-CONFORMING PER 2001-NCS-0879. CANNOT BE EXPANDED OR ALTERED.

**License not transferable. Not Valid at any other location.**  
**Post in public view in a conspicuous place.**

APPL2013-02646

**Ben Lamera**  
Director of Finance

Department of Finance, Tax Collection and Licensing  
100 - Board Room 1710, Sacramento, California 95831  
phone (916) 874-8900 fax (916) 874-8909 | [www.finance.sacgov.org](http://www.finance.sacgov.org)



**CALIFORNIA DEPARTMENT OF EDUCATION  
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION**

Date: December 23, 2019

NPS ID: 34-67447-6937999

Nonpublic School: Aldar Academy

Site Administrator: Daniel Ramirez

Site Address: 4436 Engle Road

City: Sacramento CA 95821

Grades: K to 12 Approved Classrooms: 7 Student Gender: Coed

**2020 CERTIFICATION STATUS:**

**CONDITIONAL** ☒ Amended

A conditional certification indicates that the applicant has not met all the certification requirements. The applicant can continue serving publicly-placed students.

*Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.*

**EFFECTIVE DATES:**

January 01, 2020, through December 31, 2020

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

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

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

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



As the California Department of Justice (DOJ), certified Custodian of Records for the nonpublic school (NPS), I assure that all NPS personnel (paid, volunteer, and/or subcontractors) who have contact with minor children have clear criminal offender record information (CORI) summaries in accordance with Education Code (EC) Section 44237. The NPS shall attach a copy of the current Custodian of Records certification, (NOTE: This information is not required for NPS sites located outside of California),

7/28/2020

Date \_\_\_\_\_

[illegible]

As the California Department of Justice (DOJ), certified Custodian of Records for the nonpublic school (NPS), I assure that all NPS personnel (paid, volunteer, and/or subcontractors) who have contact with minor children have clear criminal offender record information (CORI) summaries in accordance with Education Code (EC) Section 44237. The NPS shall attach a copy of the current Custodian of Records certification. (NOTE: This information is not required for NPS sites located outside of California.)

**Date** 7/28/2020

Reset 'print area' (Page Layout -- Set Print Area) to print more or less than two pages.

# ALDAR ACADEMY 2020-2021 SCHOOL YEAR CALENDAR

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					SCHOOL DAYS																			
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F																				
JULY			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	0											
AUGUST	3	4	5	6	7			10	11	12	13	14			17	18	19	20	21		24	25	26	27	28	31							16												
SEPTEMBER		1	2	3	4	5	6	7	8	9	10	11			14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		21												
OCTOBER				1	2	3	4	5	6	7	8	9			12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	22											
NOVEMBER	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				15												
DECEMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		16												
JANUARY						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	16										
FEBRUARY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26							15												
MARCH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			20												
APRIL						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	20										
MAY	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				20												
JUNE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		19												
HOLIDAY OBSERVED																																	TEACHER IN SERVICE DAYS					TOTAL DAYS					200		
Independence Day, July 3-5																																													

School Hours: 8:45 - 2:30  
 Minimum Days: 8:45 - 1:10  
 Early Release: 8:45 - 12:30  
 ESY Hours: 8:45-12:30  
 All Staff Meetings 2:00-3:30pm  
 Teacher Meetings 7:45-8:15am  
 Back to School Night 6:00-8:00pm  
 Are Early Release Days Also

TEACHER INSERVICE DAYS

Staff Appreciation Days

MINIMUM SCHOOL DAYS

SCHOOL CLOSED

Extended School Year

School Assembly

HOLIDAY OBSERVED  
 Independence Day, July 3-5  
 Labor Day, September 7  
 Veteran's Day, November 11  
 Thanksgiving Break, November 23-27  
 Winter Break, December 23- January 6  
 Martin Luther King Day, January 18  
 President's Break, February 15-19  
 Spring Break, March 29 - April 2  
 Memorial Day Break, May 31  
 Semester Break, December 22 & May 27  
 Semester Breaks are Early Release

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**ALDAR ACADEMY**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

**4436 ENGIE Road**

City, state, and ZIP code

**SACRAMENTO CA 95821**

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

    -    -

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

**94-2309423**

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**8/18/2020**

## General Instructions

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

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## County of Sacramento General Business License



**ALDAR ACADEMY  
ALDAR ACADEMY  
4436 ENGLE ROAD  
SACRAMENTO, CA 95821**

License Number: **GNB32013-01850**      Expiration Date: **July 21, 2022**  
Issue Date: **July 22, 2013**  
Owner Name: **ALDAR ACADEMY**  
Business Name: **ALDAR ACADEMY**  
Location: **4436 ENGLE RD  
SACRAMENTO, CA 95821**  
Business Activities: **PRIVATE SCHOOL**

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

SEE THE ENCLOSED NOTIFICATION OF POTENTIALLY APPLICABLE CODES AND ORDINANCES. LICENSEE SHALL ABIDE BY ALL APPLICABLE COUNTY REGULATIONS, STATE AND FEDERAL LAWS. SIGNAGE ONLY ALLOWED ON 50 % OF ANY WINDOW PANE. LEGAL NON-CONFORMING PER 2001-NCS-0879. CANNOT BE EXPANDED OR ALTERED.

**License not transferable. Not Valid at any other location.  
Post in public view in a conspicuous place.**

APPL2013-02646

**Ben Lamera  
Director of Finance**

Department of Finance, Tax Collection and Licensing  
300 - Second Room 1710, Sacramento, California 95833  
www.co.sacramento.ca.us | fax (916) 874-8909 | www.finance.sacramento.ca.us





CALIFORNIA DEPARTMENT OF EDUCATION  
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION

Date: December 23, 2019

NPS ID: 34-67447-6937999

Nonpublic School: Aldar Academy

Site Administrator: Daniel Ramirez

Site Address: 4436 Engle Road

City: Sacramento CA 95821

Grades: K to 12 Approved Classrooms: 7 Student Gender: Coed

2020 CERTIFICATION STATUS:

**CONDITIONAL** ☒ Amended

A conditional certification indicates that the applicant has not met all the certification requirements. The applicant can continue serving publicly-placed students.

*Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.*

EFFECTIVE DATES:

January 01, 2020, through December 31, 2020

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

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

Authorized to Provide the Following Related Services:

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

Due to the Covid 19 we have a few staff members that are past due on their TB test.

Now that they are allowed to go in to have them done, they are doing so. Will send updated list when all come in.

Thank you for your understanding

## CREDENTIALLED INSTRUCTIONAL STAFF AND CLEARANCE INFORMATION

As the California Department of Justice (DOJ) certified Custodian of Records for the nonpublic school (NPS), I assure that all NPS personnel (paid, volunteer, and/or subcontractors) who have contact with minor children have clear criminal offender record information (CORI) summaries in accordance with Education Code (EC) Section 44237. The NPS shall attach a copy of the current Custodian of Records certification. (NOTE: This information is not required for NPS sites located outside of California.)

Name of NPS ALDAR ACADEMY Signature of Custodian of Records Sally R Marr Date 7/28/2020

Staff		Date of Hire (xx/xx/xx)	DOJ/Criminal Clearance Date (xx/xx/xx)	Employment Status	Primary Disabling Conditions (Select only those authorized to serve on an attached credential or license) (Y or N)													For CDE Use Only				Primary Disabling Conditions (as defined by 34 Code of Federal Regulations (CFR) 300.8)		
Last Name	First Name			Sp Ed	Teacher	Substitute	Full Time	Part Time	AUT	DB	DEAF	HI	OH	SLD	TBI	VA	Change from prior year?	#20: SAI Credential	#21: Related Srv. Lic/Etc.	#23: DOJ	#24: Child Abuse		#24: TB Clearance	
Reset "print area" (Page Layout -> Print Area -> Set Print Area) to print more or less than two pages.																								
Rodriguez	Alicia	10/08/2007	10/05/07	11/20/19																				
Foster	Patrick	07/26/120	04/05/17	08/12/23																				
Ramirez	Daniel	07/16/2007	07/10/07	02/01/20																				
McKeown	Dylan	09/04/2012	08/29/12	08/12/24																				
Nostowski	Edward	07/01/1991	02/02/92	07/28/24																				
Suarez	Elisa	09/21/2001	09/20/01	09/14/20																				
Charlier-Dickie	Lindsey	08/19/2019	07/22/19	07/22/23																				
Hamilton	Ruth	09/09/2019	08/29/19	12/11/21																				
Halstead	John	06/01/2016	04/28/16	11/28/20																				
Fanez	Julia	09/28/2006	09/27/06	06/29/22																				
McKeown	Leslie	08/25/2004	08/26/04	07/05/22																				
Voxxon	Melanie	09/01/2007	11/02/01	10/13/20																				
Heckathier	Jennifer	02/04/2015	02/03/15	04/20/22																				
Asaro	Nanci	08/22/2005	08/19/05	06/21/22																				
Johnson	Michael	09/18/2000	10/21/01	06/23/20																				
Martinez	Moris	08/19/2019	06/08/19	06/22/23																				
Yunif	Susan	08/17/2017	08/01/17	08/04/24																				
Marr	Sally	07/16/2007	07/16/07	12/16/23																				
Jones	Cara	02/08/2016	01/25/16	03/25/23																				
Whitress	Kelle	04/01/1997	04/24/97	09/01/21																				
Se	Timothy	01/07/2008	12/28/07	01/23/22																				
Seales	Kristen	10/23/2017	10/13/2017	10/21/2021																				
Domaz	Allison	10/12/15	10/08/15	12/11/23																				
Acordalea	Sheena	8/17/2017	8/9/2017	5/28/2021																				
Pizner	Nicole	3/25/2019	3/15/2019	8/3/2022																				
Walbiag	Michael	11/13/17	11/08/17	10/26/21																				
Bedford	Edward	4/23/2019	4/19/2019	4/29/2023																				
Jollinson	Curtis	01/11/18	01/08/18	02/21/22																				
Juran	Miguel	05/15/18	05/10/18	05/31/22																				
Leely	Jordan	05/29/18	05/09/18	10/28/20																				
Tagg	Cassandra	11/07/18	10/26/18	09/02/22																				
Lawthorn	Keliman	09/10/18	08/31/18	09/08/22																				
Lehrick	Kahill	02/06/19	01/22/19	02/02/23																				



As the California Department of Justice (DOJ) certified Custodian of Records for the nonpublic school (NPS), I assure that all NPS personnel (paid, volunteer, and/or subcontractors) who have contact with minor children have clear criminal offender record information (CORI) summaries in accordance with Education Code (EC) Section 44237. The NPS shall attach a copy of the current Custodian of Records certification. (NOTE: This Information is not required for NPS sites located outside of California.)

Name of NPS		ALDRIN ACADEMY		Sally R Marr		7/28/2020	
Signature of Custodian of Records						Date	
Staff		DOB/Criminal Background Clearance Date (xx/xx/xxxx)		Type an "X" in the appropriate box(es) below:			
Last Name		First Name		Primary Disabling Conditions (Select only those authorized to serve on an attached credential or license)			
				Employment Status	Sp. Ed. Teacher	Substitute	Full Time
				Part Time	Aut	DB	DEAF
				HI	MD	ID Misch/Mod	ID Mod/Ser
				OH	CI	SL	SLD
				TBI	VI	Change from prior year?	(Y or N)

Resal 'print area' (Page Layout – Print Area – Set Print Area) to print more or less than two pages.

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Aldar Academy  
4436 Engle Rd.  
Sacramento, CA 95821  
Tele: (916)485-9685  
Fax: (916) 485-1569

.....

# Aldar Academy

January 8, 2020

Marysville Unified School District  
Special Education Director

To Whom It May Concern:

The ever changing NPS landscape has created a hardship for Aldar Academy. It is increasingly difficult to find and keep qualified teachers, mental health and other professional staff. Financial constraints and limited rate increases over the years has made Aldar Academy salaries' uncompetitive in our field of employment. Rising gas prices, increased insurance rates, and costly vehicle maintenance has made transportation an unprofitable but necessary part of our business.

In order to provide the highest level of service to our students and districts, Aldar Academy is requesting the following service rates for the 2020-2021 school year effective July 1, 2020. This increase in rates will go directly towards improving the safety and welfare of our students and staff.

Daily education service rate: \$185 per student per day

Daily Transportation rate: \$40 per student per day (Only if area is serviceable)

Speech services: \$120 per hour (Minimum of 15 minutes per session)

One to one aide: \$40 per hour (Transportation time will be billed when necessary for the student and staff's safety)

Group and Individual Counseling: \$90 per hour

We appreciate your support,



Ed Noskowski  
President  
Aldar Academy



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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

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

**PRODUCER**  
(WC) Heffernan Insurance Brokers  
1350 Carback Avenue  
Walnut Creek CA 94596

**CONTACT**

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Nonprofits Insurance Alliance of California

1184

INSURER B: Service American Indemnity Company

39152

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
Aldar Academy  
17421 Paseo Carmelo  
Los Gatos CA 95030

ALDAACA-01

**COVERAGES**

CERTIFICATE NUMBER: 2024548335

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		202007712NPO	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		202007712NPO	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		202007712UMB	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SATIS0021500	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct Professional Liability		202007712NPO	7/1/2020	7/1/2021	EACH OCC/AGGREGATE \$1M/\$1M EACH OCC/AGGREGATE \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: As Per Contract or Agreement on File with Insured.

**CERTIFICATE HOLDER**

Marysville Joint USD  
1919 B Street  
Marysville, CA 95901

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

79

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Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P21-00885	OFFICE DEPOT B.S.D.	ABL Admin Supplies	01-4300-1100	4,000.00
Location Accounting/Payroll (103)				
P21-00589	SMILE BUSINESS PRODUCTS, INC.	Accounting Copier Maint 20-21 SY	01-5621-0000	811.88
P21-00857	CDW-G COMPUTER CENTER	Acrobat Pro (latest version) for all staff	01-5801-0000	663.42
		<b>Total Location</b>		<b>1,475.30</b>
Location After School Program (107)				
P21-00810	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	STARS SUPPLIES ELLA	01-4300-6010	71.09
P21-00897	CDW-G COMPUTER CENTER	Laptops	01-4410-6010	15,723.30
		<b>Total Location</b>		<b>15,794.39</b>
Location Arboga Elementary (01)				
P21-00619	ASSETGENIE, INC., DBA AG IREPAIR	Tech Parts for Chromebooks	01-4300-1100	205.70
P21-00699	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN.	Lexia Reading Site Subscription	01-5801-0003	11,900.00
P21-00750	AMAZON.COM	Classroom supplies/PRESTON	01-4300-1100	533.64
P21-00751	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-1100	216.45
P21-00800	CDW-G COMPUTER CENTER	Computers, Monitors, Laptops	01-4410-3220	36,280.51
P21-00801	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3220	62,068.13
P21-00855	KING CLOTHING ATTN: ZAK KING	School Shirts	01-4300-0004	733.29
P21-00865	OFFICE DEPOT B.S.D.	Classroom lottery open po	01-4300-1100	1,500.00
		<b>Total Location</b>		<b>113,437.72</b>
Location Browns Valley Elementary (03)				
P21-00568	AMAZON.COM	Classroom supplies-whole school	01-4300-1100	2,495.34
P21-00624	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-1100	2,000.00
P21-00776	AMAZON.COM	student supplies	01-4300-1100	60.48
P21-00778	AMAZON.COM	Wright, student supplies	01-4300-1100	83.60
P21-00890	Waterford Research Institute	Waterford License Renewal	01-4300-3220	27.00
			01-5801-3220	1,348.00
P21-00898	CDW-G COMPUTER CENTER	Laptop & Desktop	01-4410-3220	3,243.89
P21-00918	TROXELL COMMUNICATIONS, INC.	Headsets	01-4300-3220	3,750.86
		<b>Total Location</b>		<b>13,009.17</b>
Location Business Services (106)				

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Business Services (106)</b>				
P21-00582	DIVERSE NETWORK ASSOCIATES	CatapultK12-Emergency Managment System-EMS	01-5801-0000	16,822.08
P21-00590	C.A.S.H.	CASH ANNUAL MEMBERSHIP RENEWAL 2020-2021	01-5310-0000	139.00
P21-00592	DIVERSE NETWORK ASSOCIATES	Catapult- Emergency Management	01-5801-0004	16,822.08
P21-00628	Universal Plastics	Face Shields with Drape	01-4300-3210	6,156.34
P21-00644	SCHOOLS INSURANCE GROUP-WC	SIG Annual Final Adjustment Invoice 2019-2020	77-9506-	42,080.16
<b>Total Location</b>				<b>82,019.66</b>
<b>Location Categorical (203)</b>				
P21-00567	AMAZON.COM	Laptop Carrier	01-4300-0003	17.85
P21-00684	AMAZON.COM	Materials for Program	01-4300-0003	53.03
<b>Total Location</b>				<b>70.88</b>
<b>Location Cedar Lane Elementary (05)</b>				
P21-00646	OFFICE DEPOT B.S.D.	Office Depot	01-4300-1100	3,000.00
P21-00680	TROXELL COMMUNICATIONS INC	Doc Cams	01-4300-0003	5,793.54
P21-00694	HAPPY NUMBERS, INC.	Happy Numbers	01-5801-0003	1,450.00
P21-00695	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN.	Lexia Reading	01-5801-0003	3,150.00
P21-00706	WAL-MART COMMUNITY BRC	Wal Mart	01-4300-1100	3,000.00
P21-00713	NEWSELA, INC.	Newsela	01-5801-0003	4,900.00
P21-00714	MOBYMAX, LLC	MobyMax	01-5801-0003	3,495.00
P21-00715	SPELLING CITY	Vocabulary Spelling City	01-5801-0003	1,366.80
P21-00765	WAL-MART COMMUNITY BRC	Wal Mart / Burke	01-4300-1100	500.00
P21-00771	WAL-MART COMMUNITY BRC	Wal Mart / ED	01-4300-1100	500.00
P21-00773	WAL-MART COMMUNITY BRC	Open PO	01-4300-1100	500.00
P21-00803	CDW-G COMPUTER CENTER	Chromebooks & Laptops	01-4300-3220	16,759.50
			01-4410-3220	10,482.20
P21-00826	BRITE IDEAS FUNDRAISING, LLC	Brite Ideas	01-4300-1100	2,041.38
<b>Total Location</b>				<b>56,938.42</b>
<b>Location Charter Academy For Fine Arts (42)</b>				
P21-00573	APPLE COMPUTER INC	Apple MacBook Pro	09-4410-0004	2,385.42
P21-00593	TROXELL COMMUNICATIONS INC	42 unit Chromebook Cart	09-4410-3220	1,366.12
P21-00623	HOUGHTON MIFFLIN/MCDOUGAL	Supplies - Spanish	09-4300-1100	1,090.20

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001 - Marysville Joint Unified School District

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Page 2 of 19

## Location

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P21-00627	MENDEZ FOUNDATION	Supplies - Health	09-4300-0000	123.13
P21-00683	AMAZON.COM	Supplies - Science	09-4300-1100	701.55
			09-4300-3220	115.90
P21-00693	CDW-G COMPUTER CENTER	Laptops - Tejada & Maddalena	09-4410-0000	2,093.24
P21-00697	B & H PHOTO	Photo-Weisgerber	09-4410-3220	8,102.51
P21-00701	JW PEPPER & SON, INC.	Supplies - Harmon	09-4300-3220	968.91
P21-00723	Savvas Learning Company LLC	iLit	01-5801-3010	1,499.95
P21-00730	AMAZON.COM	Supplies - Fridrich	09-4300-0000	64.94
P21-00747	AMAZON.COM	Supplies - AP Art - Weisgerber	09-4300-3220	346.07
P21-00752	FLINN SCIENTIFIC INC	Supplies - Science	09-4410-3220	1,899.79
P21-00760	DICK BLICK COMPANY	Supplies - AP Art - Weisgerber	09-4300-3220	1,073.03
P21-00761	B & H PHOTO	Supplies - Photo - Weisgerber	09-4300-3220	2,500.56
P21-00863	WASHINGTON MUSIC SALES CTR	Alto Sax	09-4410-3220	1,284.93
P21-00868	APPLE COMPUTER INC	Duckels	09-4300-1100	435.92
P21-00869	REBECCA L SUMAHIT	Marital Arts Instruction - Sumahit	09-5801-0000	33,600.00
P21-00871	ALLYN SCOTT YOUTH & COMMUNITY CENTER	MYCC Rental 2020-2021	09-5630-0000	32,000.00
P21-00907	TROXELL COMMUNICATIONS INC	Doc Cams	09-4300-3220	1,448.39
P21-00920	TIM'S MUSIC	Guitars and Keyboards	09-4300-3220	4,839.40
P21-00921	Savvas Learning Company LLC	iLit	01-5801-3010	700.00
P21-00949	WOODWIND AND BRASSWIND	Supplies - Concert Band - Harmon	09-4300-3220	848.64
Total Location				99,488.60
Location Child Development (51)				
P21-00571	AMAZON.COM	Standing Sign Holders	12-4300-6105	910.40
P21-00580	Tahoe Pure	CHILD DEV/WATER SERVICE 2020-21	12-5801-6105	300.00
P21-00585	CDW-G COMPUTER CENTER	Laptop/Linda Preschool	12-4300-6105	1,048.22
P21-00611	CDW-G COMPUTER CENTER	Laptops/Yuba Feather and Cedar Lane	12-4300-6105	2,096.44
P21-00662	The Tree House, Inc.	Toner	12-4300-6105	1,038.55
P21-00667	AMAZON.COM	ELLA Pre Supplies	12-4300-6105	10.78
P21-00669	AMAZON.COM	OLV PRE Supplies Kang	12-4300-6105	130.72
P21-00671	AMAZON.COM	COV PRE Supplies - Griselda	12-4300-6105	23.76

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Page 3 of 19

82

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P21-00672	AMAZON.COM	OLV PRE Supplies - Maria Jacobo	12-4300-6105	161.52
P21-00673	AMAZON.COM	OLV PRE Supplies - Kang Soung	12-4300-6105	103.04
P21-00674	COOKIE TREE	Staff development snacks	12-4300-6105	98.10
P21-00744	AMAZON.COM	Kathy Woods	12-4300-6105	512.80
P21-00767	LOVING GUIDANCE, INC	Kwoods Pro Dev.	12-5801-6105	4,950.00
P21-00873	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	2,766.50
P21-00874	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	2,766.50
P21-00875	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	2,766.50
P21-00913	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	1,383.25
P21-00914	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	4,149.75
P21-00915	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	4,149.75
P21-00916	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	5,533.00
P21-00917	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	6,916.25
P21-00932	SCHOOL SPECIALTY	Preschool Picnic Tables	12-4410-6105	4,149.75
P21-00933	CDW-G COMPUTER CENTER	Computers Olv Pre	12-4410-6105	1,569.63
Total Location				47,535.21
Location Community Day School (54)				
P21-00779	OFFICE DEPOT B.S.D.	MCDS Classroom Supplies	01-4300-0004	800.00
P21-00780	WAL-MART COMMUNITY BRC	MCDS	01-4300-1100	1,000.00
P21-00864	Tahoe Pure	CDS Bottled Water	01-4300-1100	334.00
P21-00935	OFFICE DEPOT B.S.D.	Sit & Stand Workstations	01-4300-1100	337.72
Total Location				2,471.72
Location Cordua Elementary (07)				
P21-00575	WAL-MART	Wal-Mart Open PO	01-4300-1100	1,000.00
P21-00576	OFFICE DEPOT B.S.D.	Supplies - Lottery	01-4300-1100	2,000.00
P21-00579	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Lakeshore - Liz	01-4300-1100	151.02
P21-00757	WATERFORD RESEARCH INSTITUTE	Waterford Licenses	01-5801-3010	1,875.00
P21-00768	AMAZON.COM	Birthday cards for students	01-4300-1100	56.24
P21-00822	AMAZON.COM	Flags	01-4300-1100	89.80
P21-00919	TROXELL COMMUNICATIONS, INC.	Headsets	01-4300-3220	2,500.58

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE

ONLINE

Page 4 of 19

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Cordua Elementary (07) (continued)</b>				
P21-00922	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Lakeshore - Liz	01-4300-1100	46.54
P21-00953	CDW-G COMPUTER CENTER	Display Port Cable	01-4300-1100	15.97
			<b>Total Location</b>	<b>7,735.15</b>
<b>Location Covillaud Elementary (09)</b>				
P21-00598	OFFICE DEPOT B.S.D.	COV - Open PO Toner 5299	01-4300-0003	2,500.00
P21-00599	OFFICE DEPOT B.S.D.	COV - Open PO - Classroom supplies 5299	01-4300-0003	2,000.00
P21-00678	WATERFORD RESEARCH INSTITUTE	COV - Waterford Computer Lab License/Subscription	01-5801-0003	5,991.50
P21-00679	TROXELL COMMUNICATIONS INC	Elmo Document Camera	01-4410-0003	3,041.83
P21-00735	AMAZON.COM	Misc. supplies (Library)	01-4300-1100	34.64
P21-00795	PERIPOLE, INC	Music program	01-4300-3220	2,834.27
P21-00796	CDW-G COMPUTER CENTER	Laptops	01-4410-3220	6,279.72
P21-00859	CDW-G COMPUTER CENTER	Laptops	01-4410-3220	5,241.10
P21-00947	CDW-G COMPUTER CENTER	Admin PC and Monitor	01-4410-3220	1,323.12
P21-00948	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3220	6,983.13
			<b>Total Location</b>	<b>36,229.31</b>
<b>Location Custodial Supervisor (206)</b>				
P21-00650	HILLYARD - SACRAMENTO	Hillyard Custodial Repairs 20-21	01-5641-0000	13,000.00
P21-00703	HILLYARD - SACRAMENTO	Sanitizing Sprayers	01-4300-3210	4,551.19
P21-00853	AMAZON.COM	backpack sprayers	01-4300-3220	894.65
			<b>Total Location</b>	<b>18,445.84</b>
<b>Location Dobbins Elementary (11)</b>				
P21-00586	SMILE BUSINESS PRODUCTS, INC.	Dobbins Copier 20-21 SY	01-5621-0003	216.50
			01-5630-0003	2,164.91
P21-00616	POSTMASTER	POST OFFICE RENTAL 20/21 SY	01-5630-1100	143.00
P21-00629	CDW-G COMPUTER CENTER	Laptops	01-4300-3210	2,093.24
P21-00707	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-1100	1,000.00
P21-00731	AMAZON.COM	classroom supplies	01-4300-1100	97.67
P21-00734	AMAZON.COM	Classroom Supplies	01-4300-1100	42.89
P21-00748	AMAZON.COM	Supplies	01-4300-1100	604.53
P21-00870	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Supplies	01-4300-1100	422.44

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE ONLINE

Page 5 of 19



Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
<b>Location Edgewater Elementary (12)</b>				
P21-00666	AMAZON.COM	Office Supplies	01-4300-1100	334.75
P21-00708	OFFICE DEPOT B.S.D.	Admin Supplies	01-4300-1100	1,000.00
P21-00709	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-1100	2,000.00
P21-00733	AMAZON.COM	DL Student Technology	01-4300-0004	243.44
P21-00755	IXL SUBSCRIPTIONS DEPARTMENT	Edgewater School	01-5801-3010	5,556.00
P21-00756	Waterford Research Institute	Waterford License	01-5801-3010	6,001.20
P21-00950	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3220	10,878.00
P21-00951	CDW-G COMPUTER CENTER	Laptop	01-4410-3220	1,048.22
P21-00952	CDW-G COMPUTER CENTER	Acrobat Pro (latest version)	01-5801-3220	110.57
<b>Total Location</b>				<b>27,172.18</b>
<b>Location Ella Elementary (13)</b>				
P21-00668	AMAZON.COM	Curtain	01-4300-1100	16.88
P21-00724	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN.	Lexia Program	01-5801-3010	11,900.00
P21-00934	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Butcher Paper	01-4300-1100	3.13
<b>Total Location</b>				<b>11,920.01</b>
<b>Location Facilities (66)</b>				
P21-00649	JK Architecture Engineering	8304-McKenney Portable Classroom Addition	01-5890-0010	1,000.00
			01-6220-0010	120,655.00
P21-00661	JACK E. CAMPBELL INSPECTIONS	8305-Foothill Automatic Transfer Switch	01-6240-0010	5,500.00
P21-00912	NATIONAL ANALYTICAL LABORATORIES, INC.	Asbestos Inspections District Wide	01-5801-8150	18,719.00
<b>Total Location</b>				<b>145,874.00</b>
<b>Location Foothill Intermediate (35)</b>				
P21-00663	OFFICE DEPOT B.S.D.	Classroom Open PO	01-4300-1100	2,500.00
P21-00670	AMAZON.COM	VGA Cable	01-4300-1100	13.52
P21-00746	AMAZON.COM	Supplies	01-4300-1100	723.36
P21-00763	SCHOOL MATE	Planners	01-4300-1100	882.85
<b>Total Location</b>				<b>4,119.73</b>
<b>Location Grounds (65)</b>				
P21-00877	TWIN CITIES TREE SERVICE	Grounds/Tree Removal at Olivehurst	01-5801-0000	1,750.00

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

85

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Indian Education (108)</b>				
P21-00647	CDW-G COMPUTER CENTER	Desktop Computers	01-4410-4510	4,286.70
<b>Location Instruction (IMC) (110)</b>				
P21-00608	Houghton Mifflin Harcourt	Avancemos online MHS	01-4100-3220	7,675.50
P21-00610	CDW-G COMPUTER CENTER	Desktop for Rocco	01-4410-0000	1,584.79
P21-00684	AMAZON.COM	Ed services supplies	01-4300-0000	113.48
P21-00698	Houghton Mifflin Harcourt	Avancemos online LHS	01-4100-3220	6,810.20
P21-00745	AMAZON.COM	Book room supplies	01-4300-0000	50.75
<b>Total Location</b>				<b>16,234.72</b>
<b>Location Johnson Park Elementary (15)</b>				
P21-00605	The Tree House, Inc.	Printer Toner	01-4300-1100	389.05
P21-00620	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0003	3,000.00
P21-00685	AMAZON.COM	Graham Laptop Screen Replacement	01-4300-1100	59.67
P21-00686	AMAZON.COM	Comp books	01-4300-1100	192.33
P21-00772	AMAZON.COM	composition books	01-4300-0003	114.54
P21-00774	AMAZON.COM	office	01-4300-1100	54.75
P21-00777	AMAZON.COM	cords	01-4300-1100	42.58
P21-00793	PERMA BOUND	Library books	01-4300-0003	2,302.36
P21-00891	CDW-G COMPUTER CENTER	Chromebooks, Laptops, Monitors	01-4300-3220	6,371.82
P21-00892	TROXELL COMMUNICATIONS, INC.	Tech Order	01-4410-3220	9,144.96
P21-00893	NWN CORPORATION	M653dn Printer	01-4410-3220	6,435.46
P21-00894	The Tree House, Inc.	Toner	01-4300-3220	1,181.55
<b>Total Location</b>				<b>32,463.34</b>
<b>Location Kynoch Elementary (17)</b>				
P21-00625	Mystery Science Inc.	Subscription Renewal	01-5801-3220	999.00
P21-00648	EXPLORELEARNING, LLC	Explore Learning Reflex Software Renewal	01-5801-3220	3,295.00
P21-00717	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-1100	2,000.00
P21-00737	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	3,000.00
P21-00743	KING CLOTHING ATTN: ZAK KING	STAFF SHIRTS FOR SPIRIT DAY EACH WEEK	01-4300-0004	1,086.29

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE ONLINE

Page 7 of 19

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P21-00797	ESGI	TK, KINDERGARTEN AND SPED USE, ESGI LICENSE	01-5801-3220	1,472.00
P21-00798	PERIPOLE, INC	FARWELL, MUSICAL INSTRUMENTS	01-4300-3220	4,019.59
P21-00804	TROXELL COMMUNICATIONS, INC.	Elmo Document Cameras	01-4410-3220	18,250.95
P21-00805	NWN CORPORATION	Printers	01-4300-3220	6,248.19
P21-00806	CDW-G COMPUTER CENTER	Laptops	01-4410-3220	20,932.40
P21-00807	The Tree House, Inc.	Ink for HP Printer	01-4300-3220	2,799.35
P21-00817	AMAZON.COM	WebCams (KYN)	01-4300-3220	649.35
P21-00895	CDW-G COMPUTER CENTER	Laptops and Monitors	01-4300-3220	5,472.45
			01-4410-3220	8,313.60
P21-00896	TROXELL COMMUNICATIONS, INC.	Projectors & Mounts	01-4410-3220	2,424.80
P21-00926	School Life	STAR BRAG TAGS	01-4300-1100	196.04
P21-00927	PARENT INSTITUTE	OFFICE, PARENT INSTITUTE RENEWAL	01-5801-3010	892.00
Total Location				82,051.01
Location Linda Elementary (19)				
P21-00606	SPELLING CITY	Spelling City 1 year renewal	01-5801-3010	1,609.05
P21-00617	OFFICE DEPOT B.S.D.	Office Depot - Office Supplies	01-4300-1100	1,000.00
P21-00618	WAL-MART COMMUNITY BRC	Open Purchase Order for Walmart	01-4300-1100	1,000.00
P21-00770	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE LIN 20-21 SY	01-5621-0003	295.00
P21-00854	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials/Adamson	01-4300-0004	77.99
Total Location				3,982.04
Location Lindhurst High (43)				
P20-03380	ArmorZone Athletic, LLC	Supplies/Football	01-9510-0000	456.38
P20-03381	ArmorZone Athletic, LLC	Supplies/Football	01-9510-0000	1,602.64
P21-00540	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS CTE CONST WALZ	01-4300-0004	20,501.48
P21-00594	CDW-G COMPUTER CENTER	Laptops	01-4410-3220	5,233.10
P21-00631	Chico Ceramics Center, LLC	Art Classroom Supplies/Greco	01-4300-0000	500.00
P21-00632	WAL-MART COMMUNITY BRC	Art Supplies/Greco	01-4300-0000	500.00
P21-00651	Texas State Florists' Assoc	CTE LHS ORN/HORT Alvarez	01-4300-3550	441.59
P21-00696	Acad of Scholastic Broadcast	CTE LHS MEDIA/SPANGLER visa	01-5801-3220	99.00
P21-00700	CDW-G COMPUTER CENTER	Monitors 22"	01-4300-0000	1,650.69

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE ONLINE

Page 8 of 19

## Location

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-00726	AMAZON.COM	Sneeze Guards	01-4300-3210	2,031.68
P21-00732	AMAZON.COM	Technology Supplies	01-4300-0000	557.23
P21-00753	WALKER'S OFFICE SUPPLIES	School Resource Officer Desk	01-4410-0004	841.64
P21-00754	SCHOOL SPECIALTY	Chairs and File Cabinet SRO	01-4300-0004	1,645.40
P21-00781	CDW-G COMPUTER CENTER	Admin PC and Monitor School Res Off	01-4410-0004	1,323.12
P21-00782	ASCEND EDUCATION	Ascend Math	01-5801-3220	3,200.00
P21-00783	INTERVAL TECHNOLOGY PARTNERS	Enriching Students Scheduling Tool	01-5801-3220	5,398.75
P21-00784	EDULASTIC	Edulastic	01-5801-3220	900.00
P21-00785	EDMENTUM, INC	Edmentum	01-5801-0000	19,508.20
P21-00809	RAMSEY SOLUTIONS	LHS MATH CURRICULUM / SANTOS	01-5801-0000	7,974.99
P21-00813	FLINN SCIENTIFIC INC	CTE LHS AGR/ ALVAREZ	01-4300-7010	5,177.55
			01-4410-7010	565.88
P21-00816	AMAZON.COM	CTE LHS MEDIA/SPANGLER	01-4300-0004	1,371.26
P21-00832	WeVideo, Inc.	CTE LHS MEDIA/SPANGLE	01-5801-3220	1,209.00
P21-00860	TROXELL COMMUNICATIONS, INC.	TV Mounts, TVs, Cables	01-4410-3220	6,496.76
P21-00866	CIF SAC-JOAQUIN SECTION	CIF STATE Dues	01-5310-0000	1,072.72
P21-00867	CIF SAC-JOAQUIN SECTION	CIF Sac Joaquin Section Dues	01-5310-0000	1,216.41
P21-00908	SALSBURY INDUSTRIES	CTE LHS MEDIA/SPANGLER	01-4300-0004	2,077.85
P21-00937	Agile Sports Technologies DBA Hudl	Hudl	01-5801-0000	1,099.00
P21-00940	WESTERN ASSOC OF SCHOOLS	WASC	01-5310-0000	1,070.00
P21-00941	TIM'S MUSIC	Keyboards	01-4300-3220	4,320.80
P21-00942	MAKEMUSIC, INC	Music Software	01-5801-3220	1,340.00
P21-00943	GraceNotes, LLC	Music Sighting Software	01-5801-3220	216.99
P21-00944	TROXELL COMMUNICATIONS, INC.	Conference Speakerphones	01-4300-3220	738.96
		<b>Total Location</b>		<b>102,339.07</b>
Location Loma Rica Elementary (21)				
P21-00824	AMAZON.COM	Classroom Supplies	01-4300-1100	105.98
Location Maintenance (63)				
P20-03883	LINCOLN AQUATICS	Maintenance/MHS Pool	01-9510-8150	776.15

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE

ONLINE

Page 9 of 19

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P21-00020	GEARY PACIFIC SUPPLY #22	MAINTENANCE /2020-2021	01-4300-8150	2,000.00
P21-00045	RUSSELL SIGLER, INC.	Maintenance/2020-2021	01-4300-8150	6,000.00
P21-00577	CALIFORNIA INDUSTRIAL RUBBER COMPANY	MAINTENANCE	01-4300-8150	32.94
P21-00584	AMAZON.COM	Masks for Grounds Crew	01-4300-3210	54.11
P21-00602	WARREN ASBESTOS	Maintenance/MHS Boy's Locker Room	01-5801-8150	1,500.00
P21-00621	AMERICAN CHILLER SERVICE INC	2020-2021 Maintenance/LHS	01-5801-8150	6,750.00
P21-00626	DECKER EQUIPMENT/SCHOOL FIX	Maintenance/Manuel G	01-4300-8150	287.15
P21-00630	John Burger Heating & Air Conditioning, Inc.	Maintenance/Transportation	01-5801-8150	353.93
P21-00645	WALKER'S OFFICE SUPPLIES	Doug desk	01-4410-8150	841.64
P21-00653	John Burger Heating & Air Conditioning, Inc.	Maintenance/BUS BARN	01-5801-8150	375.38
P21-00682	KONE Inc.	MHS Elevator Service Call and Repair	01-5642-8150	4,532.38
P21-00808	GEARY PACIFIC SUPPLY #22	Maintenance/Linda Pre-School Bard HVAC Unit	01-5642-8150	6,808.18
P21-00827	BARROW'S LANDSCAPING	Grounds/Ella and Edgwater	01-5801-0000	375.00
P21-00828	ROTO ROOTER	MAINTENANCE/LOMA RICA	01-5642-8150	150.00
P21-00830	SIEMENS BUILDING TECHNOLOGIES	Maintenance/Edgwater Office Room Sensors	01-4300-8150	1,680.96
P21-00876	BARROW'S LANDSCAPING	Grounds/Edgwater	01-5801-0000	185.00
P21-00910	KYA Services, LLC	Maintenance/Linda Room 105	01-5642-8150	9,869.89
P21-00911	WALKER'S OFFICE SUPPLIES	Floating Shelves	01-4300-8150	857.88
P21-00931	HOLT OF CALIFORNIA	Maintenance/Linda Preschool	01-5630-8150	1,242.54
P21-00938	CULLIGAN	Maint, - Tank Exchange LHS	01-5801-8150	861.00
P21-00939	CULLIGAN	Maint, - Tank Exchange MHS	01-5801-8150	861.00
Total Location				46,395.13
Location Marysville High (45)				
P21-00562	AMAZON.COM	Book Boxes	01-4300-0000	86.58
P21-00563	TROXELL COMMUNICATIONS INC	Hardware	01-4300-0004	347.48
P21-00570	CAROLINA BIOLOGICAL SUPPLY CO	Science Supplies	01-4300-0003	4,126.49
P21-00588	SMILE BUSINESS PRODUCTS, INC.	MHS Copier Rental 20-21 SY	01-5621-0003	300.00
P21-00604	OFFICE DEPOT B.S.D.	Admin/Counseling Office Supplies	01-5630-0003	2,164.91
P21-00609	NASCO	Ceramics Supplies	01-4300-0000	5,000.00
			01-4300-3220	2,214.85

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE ONLINE

Page 10 of 19

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P21-00613	CALIFORNIA ASSN FFA ATTN: JENNIFER STOCKTON	Ag Leadership Packets	01-4300-7010	4,000.00
P21-00614	SCHOOL CONNECT, LLC	School Connect Digital	01-4300-0003	541.25
P21-00615	YUBA COUNTY PROBATION DEPT	MHS PASS Contract 20-21	01-5100-0003	73,682.00
			01-5801-0003	25,000.00
P21-00643	KUTA SOFTWARE, LLC	Math Dept. Worksheet Generator	01-4300-0003	832.00
P21-00681	Texas State Florists' Assoc	Floral Curriculum	01-4300-3550	441.59
P21-00687	AMAZON.COM	Stamp and Supplies	01-4300-0000	48.67
P21-00716	MCGRAW-HILL SCHOOL EDUCATION	MHS/ALEKS	01-5801-0003	2,754.00
P21-00718	AMAZON.COM	Ag Supplies	01-4300-7010	129.84
P21-00720	Linzee DeGraff	Camille Freel Scholarship	73-7299-9020	1,000.00
P21-00721	AlSCO Geyer Irrigation Inc.	CTE MHS AGR/BISBY	01-5801-7010	3,224.55
P21-00741	OFFICE DEPOT B.S.D.	SPED Supplies	01-4300-6500	700.00
P21-00742	ALPHA FIRED ARTS	Clay	01-4300-3220	1,825.86
P21-00790	Rose Thao	Ina Wells Scholarship	73-7299-9020	400.00
P21-00791	Shinichiro Nakajima	Woodrow and Dorothy Jang Scholarship	73-7299-9020	2,000.00
P21-00792	ACCREDITING COMMISSION FOR SCHOOLS	WASC Membership Fee	01-5310-0000	1,070.00
P21-00802	GREENHOUSE MEGASTORE	CTE MHS AGR/BISBY	01-4300-7010	3,344.93
P21-00814	AMAZON.COM	CTE MHS AG/COUGHLIN	01-4300-7010	1,568.26
P21-00815	AMAZON.COM	CTE MHS AGR/COUGHLIN	01-4300-7010	680.14
P21-00821	AMAZON.COM	Adaptors	01-4300-0000	95.20
P21-00829	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CTE MHS AGR/COUGHLIN	01-4300-7010	348.62
P21-00835	FLORAL RESOURCES SACRAMENTO	Open PO Floral Supplies	01-4300-3220	500.00
P21-00836	CIF SAC-JOAQUIN SECTION	CIF Dues	01-5310-0000	854.48
P21-00837	CIF SAC-JOAQUIN SECTION	CIF Section Dues	01-5310-0000	1,119.69
P21-00845	MASTER MIX LIGHT AND SOUND PRODUCTION	Sound System for Graduation	01-5801-0000	1,550.00
P21-00846	APPLE COMPUTER INC	iPad And Apple Pencil	01-4100-3220	3,318.95
P21-00847	Crystal Alvarez	Wilson Scholarship	73-7299-9020	250.00
P21-00848	Bryseida Camolinga	Hilke Sligar Scholarship	73-7299-9020	500.00
P21-00849	Allen Wong	Camille Freel Scholarship	73-7299-9020	1,000.00

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE ONLINE

Page 11 of 19

## Location

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45) (continued)</b>				
P21-00850	Braxton Payne	Gail Buttacavoli Price Scholarship	73-7299-9020	500.00
P21-00852	Nearpod, Inc.	Nearpod	01-5801-3220	1,396.00
P21-00882	Cristina Feceu	Lesta H. Joubert Scholarship	73-7299-9020	250.00
<b>Total Location</b>				<b>149,166.34</b>
<b>Location McKenney Intermediate (37)</b>				
P21-00583	OFFICE DEPOT B.S.D.	Admin 1009 Open PO	01-4300-1100	4,000.00
P21-00607	MobyMax, LLC	MOBYMAX	01-5801-3010	3,495.00
P21-00738	Follett School Solutions, Inc.	Library Barcodes	01-4300-1100	212.85
P21-00889	CDW-G COMPUTER CENTER	OFFICE	01-4300-1100	209.45
P21-00899	CDW-G COMPUTER CENTER	Chromebooks, Laptops, Otterboxes	01-4300-3220	113,221.21
P21-00904	APPLE COMPUTER INC	iPads	01-4410-3220	16,627.20
P21-00928	WOODWIND AND BRASSWIND	CARES ACT	01-4300-3220	871.84
P21-00929	MAKEMUSIC, INC	CARES ACT	01-4300-3220	343.72
P21-00930	TIM'S MUSIC	INSTRUMENT REPAIR	01-5641-3220	2,500.00
P21-00954	TIM'S MUSIC	DISTANT LEARNING - CARES ACT.	01-4300-3220	972.63
<b>Total Location</b>				<b>143,038.45</b>
<b>Location Nutrition Services (73)</b>				
P21-00564	NWN CORPORATION	Printer	13-4300-5310	208.27
P21-00578	ULINE.COM	Direct Order for warehouse inventory	13-9326-5310	3,177.18
P21-00581	SMILE BUSINESS PRODUCTS, INC.	Nutri. Serv. Copier Rental/Service 20-21 SY	13-5621-5310	200.00
P21-00603	WCP Solutions	Grocery Bags delivering 8/6/20	13-5630-5310	1,380.19
P21-00633	BIMBO BAKERIES USA, INC.	Open PO for Fresh Bread 20/21 School Year	13-9326-5310	1,947.80
P21-00634	PRO PACIFIC FRESH	Open PO Groceries 20/21 School Year	13-4717-5310	65,000.00
P21-00635	THE FIRE GUYS LLC	Ansul Service	13-4717-5310	15,000.00
P21-00636	PORTIONPAC CHEMICAL CORP.	Food Safety & Sanitation System 20/21 School Year	13-5583-5310	2,300.00
P21-00637	RSI - REFRIGERATION SOLUTIONS	Open PO for Warehouse Refrigeration Maintenance	13-5801-5310	50,604.00
P21-00638	EMCOR SERVICES MESA ENERGY	Open PO for Kitchen Refrigeration Maintenance	13-5641-5310	4,000.00
P21-00639	COMMERCIAL APPLIANCE	Open PO for Kitchen Refrigeration Maintenance	13-5641-5310	15,000.00
		Open PO for Kitchen Cooking Equipment Maintenance	13-5641-5310	10,000.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

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Page 12 of 19

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P21-00640	HOBART CORPORATION	Open PO for Kitchen Dishware Maintenance	13-5641-5310	15,000.00
P21-00641	HOLT OF CALIFORNIA	Open PO for Warehouse Forklift Maintenance	13-5641-5310	1,000.00
P21-00642	OFFICE DEPOT B.S.D.	Open PO for Office Supplies 20/21 School Year	13-4300-5310	3,000.00
P21-00654	DANIELSEN COMPANY	Open PO For Grocery, Non Food & Packaging 20/21 SY	13-4313-5310	100,000.00
			13-4717-5310	350,000.00
P21-00655	FOSTER DAIRY FARMS, INC. DBA CRYSTAL CREAMERY	Open PO for Dairy Products 20/21 School Year	13-4711-5310	200,000.00
P21-00656	GOLD STAR FOODS	Open PO - Grocery, Produce and Packaging 20/21 SY	13-4716-5310	200,000.00
			13-4717-5310	16,000.00
P21-00675	J M SMUCKERS	Commodity Order for Warehouse Inventory	13-9325-5310	6,382.74
P21-00676	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Bonus to Offering A	13-9325-5310	304.95
P21-00677	WCP Solutions	Food Packaging Supplies	13-9326-5310	1,955.49
P21-00710	SCHWAN'S FOOD SERVICE	Commodity Order for Warehouse Inventory	13-9325-5310	12,798.96
P21-00711	SYSCO SACRAMENTO, INC.	Food Packaging Order	13-9326-5310	1,759.71
P21-00719	E-Z UP	COVID-19 Expense	13-4300-5310	1,284.90
P21-00722	AMAZON.COM	Webcams for Managers	01-4300-3210	735.93
P21-00736	ULINE.COM	COVID EZ Up Accessory	13-4300-5310	128.72
P21-00787	INTEGRATED FOOD SERVICES	commodity food order	13-9325-5310	13,136.40
P21-00788	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	1,090.00
P21-00789	LA TAPATIA TORTILLERIA, INC	Open PO for Tortilla Products 20/21 SY	13-4717-5310	4,000.00
P21-00834	SYSCO SACRAMENTO, INC.	Food Packaging Order	13-9326-5310	5,422.24
P21-00840	BELL TASTY FOODS INC.	Commodity Order	13-9325-5310	6,498.00
P21-00841	BUENA VISTA FOOD PRODUCTS	Commodity Order	13-9325-5310	11,250.00
P21-00842	NATIONAL FOOD GROUP	Commodity Order	13-9325-5310	10,576.02
P21-00843	WAWONA FROZEN FOODS	Commodity Order	13-9325-5310	2,784.00
P21-00844	NATIONAL FOOD GROUP	Commodity Order	13-9325-5310	3,842.60
P21-00878	EMS-ISITE	POS Software for AeroSTEM Renewal 9/1/20-8/31/21	13-5801-5310	1,395.00
P21-00879	HEARTLAND AMERICA	MJUSD POS Software Support Renewal 2020/2021	13-5801-5310	8,153.00
P21-00880	INNOSEAL SYSTEMS INC.	Direct Order for Warehouse Inventory	13-9326-5310	267.41
P21-00881	GOLD STAR FOODS	Direct Order for Warehouse Inventory	13-9325-5310	85.80

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001 - Marysville Joint Unified School District

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ESCAPE ONLINE

Page 13 of 19

92



Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P21-00905	ULINE.COM	Warehouse Packaging supplies	13-4300-5310	478.75
P21-00906	SYSCO SACRAMENTO, INC.	COVID Packaging Material	13-9326-5310	2,820.13
<b>Total Location</b>				<b>1,150,968.19</b>
<b>Location Olivehurst Elementary (25)</b>				
P21-00622	GREENFIELD LEARNING, INC	MULTIMEDIA SYSTEMS FOR TRAIN. Greenfield Learning Alexia	01-5801-3010	10,595.00
P21-00799	CDW-G COMPUTER CENTER	11" Chromebooks & Laptop	01-4300-3220	6,983.13
P21-00820	AMAZON.COM	Amazon	01-4410-3220	5,241.10
P21-00883	OFFICE DEPOT B.S.D.	Office Depot	01-4300-1100	344.26
P21-00884	CASH & CARRY	Smart Foodservice Warehouse	01-4300-1100	2,500.00
P21-00886	OFFICE DEPOT B.S.D.	Tech Order	01-4300-3220	800.00
P21-00887	GOVCONNECTION, INC.	Web Cams	01-4300-3220	1,217.27
P21-00888	OFFICE DEPOT B.S.D.	6' Plastic Tables	01-4300-1100	932.57
P21-00900	CDW-G COMPUTER CENTER	Tech Order	01-4300-3220	130.59
P21-00901	TROXELL COMMUNICATIONS, INC.	Document Camera	01-4410-3220	19,342.72
<b>Total Location</b>				<b>40,404.31</b>
<b>Total Location</b>				<b>4,546.50</b>
<b>Total Location</b>				<b>93,037.45</b>
<b>Location Print Shop (67)</b>				
P21-00566	SPICER'S PAPER, INC.	Paper	01-4300-0000	4,863.66
P21-00659	SPICER'S PAPER, INC.	Paper	01-4300-0000	1,090.19
P21-00739	CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC.	Ink	01-4300-3210	2,591.53
P21-00902	The Tree House, Inc.	Toner for HP Z6800	01-4300-3220	2,833.99
P21-00903	CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC.	Ri-Jet Paper	01-4300-3220	3,788.75
<b>Total Location</b>				<b>15,168.12</b>
<b>Location Pupil Services (202)</b>				
P20-03882	JANICE ALVES	Emergency Fabric Facemasks	01-4300-7388	585.00
P21-00587	OFFICE DEPOT B.S.D.	Student Services Open PO	01-4300-0000	2,000.00
P21-00764	WAL-MART COMMUNITY BRC	Mental Health Clinicians Supplies Walmart	01-4300-6512	2,515.00
P21-00766	ALHAMBRA	Office water	01-4300-6500	649.50
P21-00825	WAL-MART COMMUNITY BRC	ED Classroom Supplies	01-4300-6512	2,500.00

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001 - Marysville Joint Unified School District

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ESCAPE ONLINE

Page 14 of 19

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202) (continued)</b>				
P21-00831	WAL-MART COMMUNITY BRC	McKenney ED Classroom Supplies	01-4300-6512	2,000.00
P21-00858	STARSMILEZ	Dental Van - Toothbrushes	01-4300-9014	520.28
P21-00909	WAXIE SACRAMENTO	Dental Van Supplies	01-4300-0000	148.95
P21-00923	CDW-G COMPUTER CENTER	Laptops	01-4410-0000	2,096.44
P21-00924	CDW-G COMPUTER CENTER	Monitors	01-4300-0000	330.14
P21-00925	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0000	621.60
P21-01203	Maxim Staffing Solutions	Contract LVN, OT service	01-5100-0000	71,550.00
			01-5100-6500	158,400.00
			<b>Total Location</b>	<b>243,916.91</b>
<b>Location Purchasing (104)</b>				
P21-00574	SMILE BUSINESS PRODUCTS, INC.	Temperature Scanners	01-4300-3210	23,804.19
P21-00601	Wristband Resources	Wristbands	01-4300-3210	10,264.50
P21-00658	Gibraltar Plastic	Childrens Face Shields	01-4300-3210	106,243.96
P21-00702	SCHOOL HEALTH CORPORATION	Thermometers	01-4300-3210	6,332.63
P21-00704	WALKER'S OFFICE SUPPLIES	Sneeze Guards	01-4300-3210	45,140.25
P21-00712	CDW-G COMPUTER CENTER	22" Monitors for Mike	01-4300-0000	349.34
P21-00946	SOUTHWEST SCHOOL & OFFICE SUPPLY	Sanitizing Wipes	01-4300-3220	1,060.85
			<b>Total Location</b>	<b>193,195.72</b>
<b>Location South Lindhurst (47)</b>				
P21-00569	Tahoe Pure	SLHS Bottled Water	01-4300-1100	250.00
			01-5630-1100	84.00
P21-00595	WAL-MART COMMUNITY BRC	Admin. Supplies	01-4300-1100	2,000.00
P21-00596	HUST BROTHERS INC	Helium	01-5630-1100	400.00
P21-00597	OFFICE DEPOT B.S.D.	SLHS Admin.	01-4300-1100	1,000.00
P21-00660	GREENHOUSE MEGASTORE	SLHS AGR- BROWN	01-4300-7010	1,350.96
			01-4410-7010	1,055.44
P21-00665	AMAZON.COM	slhs	01-4300-1100	272.27
P21-00689	Home Depot USA, Inc.	SLHS AGR BROWN	01-4300-7010	900.98
P21-00945	TROXELL COMMUNICATIONS, INC.	Bluetooth Headsets	01-4300-3220	1,424.87
			<b>Total Location</b>	<b>8,738.52</b>

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001 - Marysville Joint Unified School District

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ESCAPE ONLINE

Page 15 of 19

94

## Location

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109)				
P21-00872	OFFICE DEPOT B.S.D.	Safety Supplies OD	01-4300-0000	500.00
Location Superintendent (101)				
P21-00861	The Tree House, Inc.	Supt Toner	01-4300-0000	1,077.36
Location Technology (102)				
P21-00591	AMS.NET	AMS - Maint Subscription 20-21	01-5801-0000	6,857.50
P21-00600	AMS.NET	AMS SMARTnet	01-5801-0000	98,174.86
P21-00690	AMPLIFIED IT, LLC	Amplified 1 Year 8/21/20 - 8/21/21	01-5801-0000	4,366.60
P21-00691	CDW-G COMPUTER CENTER	GoGuardian	01-5801-0000	8,100.00
P21-00692	GAGGLE	Gaggle - 7/01/20 - 6/31/21	01-5801-0000	9,020.00
P21-00705	FRONTLINE EDUCATION	Frontline	01-5801-0000	32,159.58
P21-00727	AMAZON.COM	Lanyard String	01-4300-0000	2,434.02
P21-00729	AMAZON.COM	WebCams (Arb)	01-4300-0000	952.38
P21-00749	AMAZON.COM	WebCams (MHS) (OLV) (NSV)	01-4300-0000	2,294.37
P21-00758	Tahoe Pure	Bottled Water Service 20-21	01-4300-0000	500.00
P21-00762	CDW-G COMPUTER CENTER	Flash Drives	01-4300-0000	5,547.82
P21-00769	ZYTECH SOLUTIONS, INC.	Chromebook repair	01-5801-0000	347.00
P21-00811	Worth Ave. Group, LLC	Chromebook Insurance	01-5801-0000	71,500.00
P21-00812	Worth Ave. Group, LLC	Chromebook Insurance	01-5801-0000	23,400.00
P21-00818	AMAZON.COM	WebCams (LIN)	01-4300-0000	259.74
P21-00856	VERIZON WIRELESS	Jetpacks	01-4300-3220	3,085.13
P21-00862	VERIZON WIRELESS	iPhone 11 Ann Watkins 530-713-6116	01-4410-0000	307.74
Total Location				269,306.74
Location Transportation (69)				
P21-00565	AMAZON.COM	Squeeze bottles	01-4300-0230	67.97
P21-00572	AMAZON.COM	Solar car charger	01-4300-0230	71.42
P21-00740	RIEBES AUTO SUPPLY	TRANSPORTATION	01-4410-0230	1,003.38
P21-00775	AMAZON.COM	Extension cords	01-4300-0230	82.24
P21-00819	AMAZON.COM	Rubbing Compound	01-4300-0230	172.32

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

ESCAPE ONLINE

Page 16 of 19

## Location

Includes Purchase Orders dated 08/01/2020 - 09/01/2020

Board Meeting Date October 13, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Transportation (69) (continued)</b>				
P21-00823	AMAZON.COM	Jumper cables	01-4300-0230	159.96
P21-00851	BETTS TRUCK PARTS	TRANSPORTATION Repairs	01-5641-0230	1,000.00
<b>Total Location</b>				<b>2,557.29</b>
<b>Location Warehouse (71)</b>				
P21-00652	HILLYARD THE CLEANING RESOURCE	QT3 Disinfectant	01-9320-0000	6,774.29
P21-00657	PYRAMID SCHOOL PRODUCTS	Spray Bottles	01-4300-3210	3,215.03
P21-00794	SOUTHWEST SCHOOL & OFFICE SUPPLY	20-21 Whs Stock	01-9320-0000	828.11
<b>Total Location</b>				<b>10,817.43</b>
<b>Location Yuba Feather K-6 (29)</b>				
P21-00612	OFFICE DEPOT B.S.D.	Admin Lottery Open PO	01-4300-1100	2,000.00
P21-00725	ULINE.COM	Yuba Feather School	01-4300-1100	4,917.01
P21-00728	AMAZON.COM	Yuba Feather School	01-4300-1100	250.11
P21-00936	AMAZON.COM	Yuba Feather School	01-4300-1100	340.41
<b>Total Location</b>				<b>7,507.53</b>
<b>Location Yuba Gardens Intermediate (39)</b>				
P21-00759	SCHOOL SPECIALTY ORDER ENTRY	Composition Books	01-4300-0003	2,208.30
P21-00833	SCHOOL CONNECT, LLC	HAYS/GATES	01-5801-0003	500.00
P21-00838	MOTIVATING SYSTEMS, LLC PBIS REWARDS	HAYS/GATES	01-5801-0003	3,160.00
P21-00839	EVOLUTION LABS	HAYS/GATES	01-5801-0003	2,125.00
<b>Total Location</b>				<b>7,993.30</b>
<b>Total</b>				<b>3,281,119.81</b>

Total Number of POs

399

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	1	585.00
<b>Total Fiscal Year 2020</b>			<b>585.00</b>

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Sep 29 2020 12:47PM

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Page 17 of 19

26

## Fund Recap (continued)

Fund	Description	PO Count	Amount
01	Gen Fund	307	1,937,498.53
09	Chrttr Schs	20	97,288.65
12	Child Dev	23	47,535.21
13	Cafeteria	39	1,150,232.26
73	Fndn Priv	8	5,900.00
77	PAYROLL CR	1	42,080.16
Total Fiscal Year 2021			3,280,534.81
Total			3,281,119.81

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P20-03834	14,976.50	01-6230	Gen Fund/Tests	3,717.50
P20-03860	76,826.00	01-6220	Gen Fund/Architect	1,000.00-
P21-00059	21,000.00	01-4300	Gen Fund/Mat&Suppli	15,000.00
P21-00250	642.19	01-4320	Gen Fund/Custod Sup	200.00
P21-00510	11,173.00	09-4300	Chrt Schs/Mat&Suppli	1,259.16
P21-00526	5,714.52	01-4450	Gen Fund/Equip NonC	465.48
			Total PO Changes	19,642.14



## LICENSING AGREEMENT

**This Agreement dated September 13, 2020 is effective October 15, 2020 through October 15, 2023**, is made and entered into by **Marysville Joint Unified School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **three (3) years** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$4,875 per year for three (3) years**.

99

Business Services Department  
Approval: PC  
Date: 9-29-20



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Templates. The maximum number of templates per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Indemnification. DTS agrees to indemnify and hold harmless MJUSD, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against MJUSD and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with DTS's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the DTS its agents, officials, officers or employees.  
  
MJUSD agrees to indemnify and hold harmless DTS, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against DTS and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with MJUSD's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of MJUSD, its agents, officials, officers or employees.
- O. Definitions.
  - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup





fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents. There are no setup fees for Marysville Joint Unified School District.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice. DTS will translate thirteen (13) SARCs to Spanish for a fee of \$150 per translated SARC, a total of \$1,950. Translation fees total \$1,950.
- R. Licensing Agreement Total. Total not-to-exceed \$6,825.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: September 13, 2020

Licensee

By: \_\_\_\_\_

Date: \_\_\_\_\_

Marysville Joint Unified School District



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2020 School Accountability Report Card, English/Spanish/Hmong (Custom Template)
2. 2020 School Plan for Student Achievement (Custom Template)
3. 2020 Comprehensive Safe School Plan (Custom Template)
4. Others to be identified as needed.

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186(d)]  
**2020-2021**

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:  
(check one)

- ☒ October 2020-1<sup>st</sup> quarter (7/1/20-9/30/20)  
☐ January 2021-2<sup>nd</sup> quarter (10/1/20-12/31/20)  
☐ April 2021-3<sup>rd</sup> quarter (1/1/21-3/31/21)  
☐ July 2021-4<sup>th</sup> quarter (4/1/21-6/30/21)

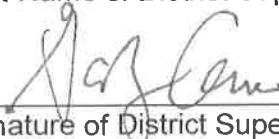
Date for information to be reported publicly at governing board meeting: October 13, 2020

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Gary J. Cena

  
Signature of District Superintendent

October 1, 2020  
Date

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2020 – June 30, 2021**

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Leadership and Learning Collaborative (LLC) Education Specialist Intern Credential (ESI) Program and the Marysville Joint Unified School District (District) to carry out the ESI Program and the guidelines set forth in the California Commission on Teacher Credentialing (CCTC) Common, Precondition and Program Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. In partnership, PCOE and the District will provide and coordinate services to carry out guidelines set forth in the CCTC standards and the vision of the PCOE LLC Program, "To recruit, prepare and retain self-reflective educators and leaders resulting in positive and equitable student outcomes." Interns' growth and development are guided and measured by the Teaching Performance Expectations (TPE) and California Standards for the Teaching Profession (CSTP). Upon program completion, PCOE is to provide the Intern/candidate with a Preliminary Teaching Credential.

**Responsibilities**

**The PCOE Education Specialist Intern Credential Program agrees to the following:**

1. Employ a Program Administrator and clerical support to perform services as described in the CCTC Common, Precondition and Program Standards.
2. Provide workspace and technical support to the Program Administrator and clerical support.
3. Design, provide and maintain a high-quality, rigorous and integrated preparation program that includes Preservice coursework, 120 hours, and a two year internship concurrent with two years of credential coursework that includes a total of 510 hours of instruction in a combination of in-class instruction, online learning and learning labs.
4. Establish and maintain accurate records and provide reports in accordance with CCTC requirements.
5. Recruit, employ, and evaluate coaches who provide a minimum of 60 hours of job-embedded support and are matched within 10 days of the intern's enrollment in the program if the intern does not hold an English Learner authorization.
6. Pay a stipend of up to \$3,000 per intern (plus benefits) directly to the coach (stipends to be paid quarterly) and \$1,000 per unit for course instructors (paid at the end of course).
7. Provide program coaches and faculty with initial and ongoing professional learning, goal setting and efforts to support diversity and excellence (Common Standard 1)
8. Provide district coaches 10 hours of training.
9. Provide interns, faculty and coaches access to an online learning management system.
10. Convene an Advisory Team (partner coordinators, PCOE personnel, program representatives and university partners), meeting a minimum of two times each year, to plan, evaluate and revise the program based upon state and CCTC updates, program data, and stakeholder data and feedback. Provide electronic updates as needed.
11. Provide each intern with advisement, systematic support, supervision, and feedback in collaboration with the district coach and Intern Program coach.

12. Collaborate with District to ensure that interns receive a minimum of 144 hours of support, coaching, supervision for each year of the two year Intern Program and an additional 45 hours of support and supervision specific to meeting the needs of English learners for interns who enter the program without valid English Learner authorization as outlined in Ed Code 44321.
13. Submit recommendation for the California Preliminary Education Specialist Mild/Moderate or Moderate/Severe Credential for all interns who know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common Standard 5) and successfully complete the program requirements.

**The District agrees to the following:**

1. Ensure that interns hired within the District are employed as the teacher of record in an assignment that aligns with the credential being pursued. Ensure that the intern is teaching a minimum of .5 FTE in a face-to-face instructional setting with the same group of students on a daily or weekly basis.
2. Certify that interns do not displace certificated employees in the District (Precondition 10).
3. Appoint a district curriculum coordinator and human resources representative and/or designee who will serve as a liaison to PCOE, provide feedback to the Induction Program on the quality of intern preparation (Common Standard 2) and attend Advisory Team meetings a minimum of two times per year.
4. Provide the District Coordinator dedicated time to fulfill the following roles and responsibilities:
  - a. Assign a qualified District Coach who meets the Commission's identified criteria:
    - i. Coach is not the interns evaluator nor affiliated with personnel/Human Resources
    - ii. Valid corresponding Clear or Life Credential
    - iii. Three (3) years of successful teaching experience
    - iv. English Learner authorization
    - v. Experience closely matches their teaching assignment, including grade level and subject matter, and their credential.
    - vi. For interns who have not yet completed the English Learner preparation, the district coach must be assigned within the first 10 days of serving as teacher of record on the intern credential.
    - vii. Are committed to attend coaching training and meetings and to meet on a regular basis.
    - viii. Display willingness to work collaboratively with colleagues, PCOE staff and interns.
    - ix. Serve as a role model for the teaching profession and embrace a positive attitude towards students and teaching.
    - x. Demonstrate leadership skills, curriculum expertise, and knowledge of district resources.
  - b. Develop and implement a Professional Development Plan for interns in consultation with PCOE. The plan shall include all of the following:
    - i. Provisions for an annual evaluation of the intern.
    - ii. A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
    - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild to moderate disabilities.
    - iv. Instruction during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild to moderate disabilities.

- c. Provide training to teacher/intern regarding:
  - i. District orientation outlining district resources, procedures and policies
  - ii. State-adopted curriculum frameworks, and locally-adopted texts and instructional materials.
  - iii. Identification and referral of students for special education services; the IEP process; and collaboration with others related to special education students.
  - iv. District-adopted instructional program for English Learners; the use of adopted materials (including how to provide access to the core curriculum); assessment of students' English proficiency (ELPAC); and available resources for the instruction of English Learners.
  - v. Classroom and site accident prevention strategies; collaboration with other agencies/families regarding student health and safety; the school's crisis response plan and emergency procedures; the adopted health curriculum (within the context of the teaching assignment); reporting requirements regarding child abuse and neglect; state and local permitted health topics (including family life and sex education) and parents' rights regarding instruction in health.
- d. Coordinate and monitor support and mentoring a minimum of 84 hours each year of the two year Intern Program and interns who enter the program without valid English learner authorization receive an additional 45 hours of support and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.
- 5. Provide the district coach with an opportunity to participate in 10 hours of PCOE coach training.
- 6. If utilizing a District-employed program coach to provide the 60 hours of program coaching, participate and follow coach hiring requirements and employment conditions which include, but are not limited to:
  - a. Possession of a clear teaching credential
  - b. Minimum of 3 years of effective teaching experience
  - c. Knowledge of the context and the content area of the intern's teaching assignment
  - d. Demonstrate effective coaching interpersonal and communication skills
  - e. Demonstrate a commitment to professional learning and collaboration
  - f. Ability, willingness, and flexibility to meet individual intern needs for support
  - g. Complete required coach training and program activities
  - h. Identify and assign a coach, who is not intern's evaluator or affiliated with personnel/Human Resources, to each intern within the first 30 days of enrollment in the program, making the match according to credentials
  - i. Coordinate the reassignment of a District coach if either the coach or intern makes the written request that is approved by PCOE
- 7. Provide intern with release time from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with district coaches and faculty.
- 8. Provide candidate and district coach (if applicable) with technology and technology resources to complete electronic coursework in the program learning management system and engage in online program events.
- 9. The Individual Learning Plan (ILP) completed by the intern must be implemented solely for the professional growth and development of the intern and not for evaluation for employment purposes (Precondition 5).
- 10. Provide reimbursement to coach for mileage to school sites outside of Placer County (if applicable).
- 11. Notify PCOE, in writing, in the event an intern's employment changes.

12. Upon program completion, provide the intern with a letter that verifies years of employment in an intern position with the District.

**Other conditions PCOE and District agree to:**

**Ownership of Materials**

All products and materials developed by the Education Specialist Intern Credential Program are the exclusive property of PCOE. District and PCOE employees, staff, and subcontractors shall not have the right to disseminate, market or otherwise use the products or materials without the expressed written permission of PCOE's designee.

**Confidentiality** - Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

**Nondiscrimination Clause** - Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

**Candidate Employment Status**

Candidates are, and shall remain, District employees for any and all purposes throughout the term of this MOU. Candidates shall not be considered an employee, agent, representative, nor independent contractor of PCOE for any purpose whatsoever. District shall assume full responsibility for its employees.

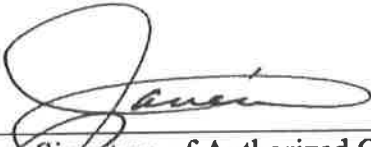
**Indemnity** - Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of either party, its officers, agents, or employees.

**Termination** - Either party may terminate this MOU by giving the other party at least thirty (30) calendar days written notice. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

The undersigned represent all collaborative partners of this MOU and commit to ensuring the successful implementation, monitoring, and assistance needed for completion of the Education Specialist Intern Credential Program.


**PLACER COUNTY OFFICE OF EDUCATION  
EDUCATION SPECIALIST INTERN PROGRAM**

**Placer County Office of Education**

By:   
Signature of Authorized Official

Title: ASST. Supt / PERSONNEL

Date: 07/23/2020

By:   
Gayle Garbolino-Mojica

Title: Placer County Superintendent of Schools

Date: July 24, 2020

Please sign and return to Bonnie Boone, PCOE Intern Program, 360 Nevada St., Auburn, CA 95603 or  
bboone@placercoe.org





# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 2020 – 2021 STUDENT CALENDAR



JULY 2020						
	MON	TUE	WED	THUR	FRI	
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
 4 Independence Day						

AUGUST 2020						
	MON	TUE	WED	THUR	FRI	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
6, 7 Voluntary PD Days 10, 11 Site-based PD/Teacher workdays 12 SCHOOL BEGINS 26 District-wide Minimum Days Instructional Days: 14						

SEPTEMBER 2020						
	MON	TUE	WED	THUR	FRI	
1		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
7 Labor Day 16, 23, 30 District-wide Minimum Days Instructional Days: 21						

OCTOBER 2020						
	MON	TUE	WED	THUR	FRI	
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
7 Stull-Bill Goals Day 7, 14, 28 District-wide Minimum Days 19 Site-based PD/Teacher Workday Instructional Days: 21						

NOVEMBER 2020						
	MON	TUE	WED	THUR	FRI	
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
4 District-wide Minimum Day 11 Veterans Day 23 – 27 Thanksgiving Break Instructional Days: 15						

DECEMBER 2020						
	MON	TUE	WED	THUR	FRI	
1		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
2, 9, 18 District-wide Minimum Days Dec. 21 – Jan 4 Christmas/Winter Break Instructional Days: 14						

JANUARY 2021						
S	MON	TUE	WED	THUR	FRI	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
18 Martin Luther King, Jr. Birthday 27 District-wide Minimum Day Instructional Days: 18						

FEBRUARY 2021						
	MON	TUE	WED	THUR	FRI	
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
3, 24 District-wide Minimum Day 3-15 February Recess [Possible PPSD Make-up Days] Instructional Days: 14						

MARCH 2021						
	MON	TUE	WED	THUR	FRI	
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
3, 24, 31 District-wide Minimum Days Instructional Days: 23						

APRIL 2021						
	MON	TUE	WED	THUR	FRI	
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
2-9 Easter/Spring Break 14, 21, 28 District-wide Minimum Days Instructional Days: 16						

MAY 2021						
	MON	TUE	WED	THUR	FRI	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
5, 12, 19 District-wide Minimum Days 31 Memorial Day Instructional Days: 20						

JUNE 2021						
S	MON	TUE	WED	THUR	FRI	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
4 District-wide Minimum Day/Last Day 7, 8 Voluntary PD Days 7-11 [Possible PPSD/Snow Make-up Days] Instructional Days: 4						

Total: 180

109

# Marysville Joint Unified School District

## Annual Services Update

### Demographics & Enrollment Projections 2020-2021

**SchoolWorks, Inc.**

110

8331 Sierra College Blvd., #221, Roseville, CA 95661 | 916.733.0402 | [www.schoolworksgis.com](http://www.schoolworksgis.com)



Facility Problem Solvers

# Table of Contents

Proposal Summary.....	1
Company Profile.....	3
Proposal.....	7
Fee Proposal.....	10

1

# Proposal Summary

Board of Trustees  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Thank you for the opportunity to present this Proposal for the 2020/2021 annual update of Demographic Services with Enrollment Projections. As you prepare for the upcoming school year, SchoolWorks, Inc., is fully aware of the unprecedented challenges the Covid-19 pandemic has presented to our clients. Our goal is to continue to take whatever steps necessary to help you get through these challenging times. As budgets will undoubtedly take a hit due to this pandemic, we wanted to remind you these facility planning services can be paid for using Developer Fee Funds. It would be an honor to work with you again.

Demographic Services and Enrollment Projections help establish guidelines designed to ensure the District's school facilities are able to accommodate and support its current and future enrollment. SchoolWorks, Inc. provides a total comprehensive analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-term and short-term planning. Our services help identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction, and attendance boundary analysis or redistricting.

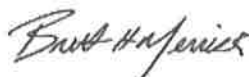
In addition to our standard annual services, we have found many of our clients inquiring about how specific data available in our GIS system may be able to assist with the unique Covid-19 planning challenges. These include how Covid-19 may affect future enrollment, tracking distance learning procedures to ensure every student is presented with the same opportunities, and even planning how to best utilize facilities and assign students to multi-track schedules if school is only able to operate at a reduced capacity.

### Proposal Includes:

- Collaborate with the District staff throughout the project
- Updated six year district & individual school enrollment projections
- Updated attendance boundary demographics trend analysis
- Updated classroom utilization analysis
- Updated new housing impacts & yield rate study
- Updated Interactive web based school attendance boundary locator (Complimentary)
- Draft/Final documentation in electronic form and eight (8) printed copies if requested
- Total fee proposal of **\$5,500**



Ken Reynolds  
President  
916.771.4605  
ken@schoolworksgis.com



Brett Merrick  
Vice President  
916.771.4606  
brett@schoolworksgis.com

2

## Company Profile

## ABOUT SCHOOLWORKS, INC.

SchoolWorks, Inc. established in 2002 by founder and President Ken Reynolds, has a proud history of guiding California school districts through the complexities of school facility planning.

Our firm takes pride in focusing on the unique challenges facing California school districts today. We offer a wide range of services that provide the building blocks towards smart and successful facility planning.

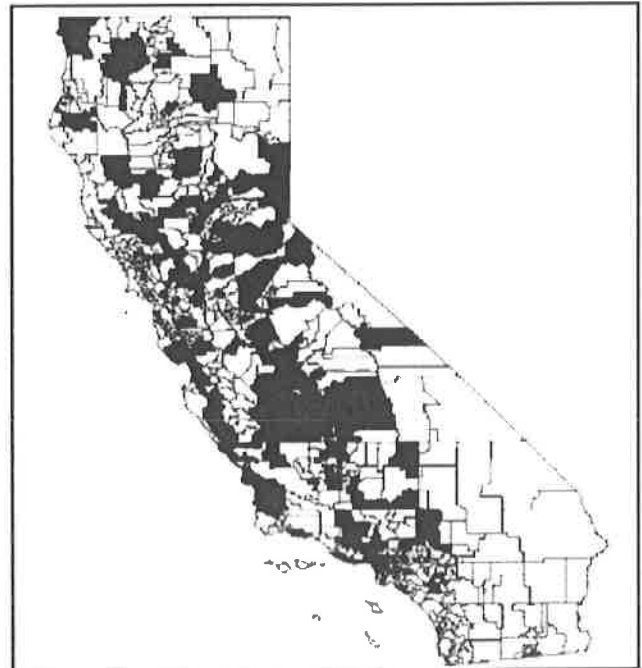
SchoolWorks, Inc. provides services exclusively to California school districts, ranging in size from under 100 students to more than 600,000 students.

Our headquarters is located near Sacramento, providing easy access to CDE, SAB and OPSC. We have additional satellite offices located in the Central Valley and Southern California.

At SchoolWorks, Inc. our mission is simple: Take pride in developing trusting personal relationships. Our unique hands-on approach makes us more than just another facility planning and demographics consultant. Our goal is to become an extension of your staff and community. We value integrity and going the extra mile to make sure we provide the highest in quality service.

## OUR SERVICES

- ☐ **Demographic Studies**
- ☐ **Enrollment Projections**
- ☐ **Facilities Master Plans**
- ☐ **Facilities Planning Assessments**
- ☐ **State Building Program Assistance**
  - Modernization
  - New Construction
  - Financial Hardship
  - CTE
- ☐ **Developer Fee Studies**
  - Level 1
  - Level 2
- ☐ **Attendance Boundaries Studies**
- ☐ **GIS Facility Planning Software**





**Ken Reynolds**  
President



**Brett Merrick**  
Vice President

**Facilities Master Plan/Assessments**



**Luke Smith**  
Consultant



**Ron Groenveld**  
Consultant



**Ed Gonzales**  
Consultant

**State Building Program**



**Owen Alvarez**  
VP, State Building  
Program



**Alex Rutherford**  
Project Manager

**Demographics/Developer Fees**



**Kathy Reynolds**  
Associate Director



**Ryan Reynolds**  
Analyst

**Office and Support Staff**



**Alice Turney**  
Accounts Manager



**Jodi Grayem**  
Office Manager



3

Proposal

## ENROLLMENT PROJECTIONS

This Demographic Study provides a comprehensive enrollment analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development.

The study is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting.

This study provides information based on the 2020/2021 District enrollments and programs, local planning policies and residential development. As these factors change and time lines are adjusted, the Demographic Study should be revised to reflect the most current information.

## METHODOLOGY

The enrollment projections for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

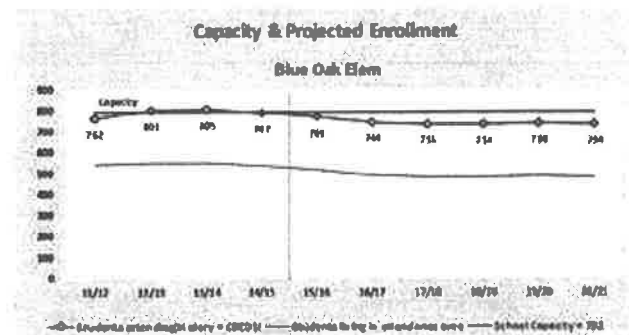
- ☐ **Neighborhood School Attendance Area Analysis:** Each school attendance boundary will be input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra-district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.

- ☐ **Inter-district** student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.
- ☐ **Intra-district** students are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.
- ☐ **Cohort Trend Analysis:** The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three (3) years is determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.



- ☐ **Birth Rate Analysis:** Birth rates are used to project future kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five (5) years later.
- ☐ **Housing Development and Yield Rate Study:** New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data. New housing development rates and yield factors are compared to the historical impact of development and if the future projections exceed the historical values, the projections are augmented accordingly.
- ☐ **District Special Education and Alternative Programs:** The projections for special education students and alternative programs are created by assuming those programs typically serve a percentage of the total District population. Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.

**Site Capacity and Utilization Analysis:** By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding. The purpose of the classroom count and capacity are to show what the school capacity should be if all teaching spaces are being used in accordance with the educational programs of the District.



## OTHER AVAILABLE SERVICES

### ONLINE SCHOOL BOUNDARY LOCATOR

Offered complimentary with SchoolWorks Demographic Services and Enrollment Projections. School Locator is an interactive, online address search service. School Locator is linked directly to your website for easy accessibility and customized to blend with existing design. School Locator also allows for multiple boundary layers to be added at anytime so if your district is going through a boundary change you have the ability to view both the current and proposed boundaries.



### UNLIMITED ON-CALL SERVICES

SchoolWorks utilizes our GIS (Geographic Information System) Facility Planning Software as the foundation to input and analyze the Demographic and Enrollment information provided by the District. GIS lets you capture, manage, display and analyze geographically all the data that's critical in planning for your future. This information is stored on our secured serve.

SchoolWorks, Inc. provides unlimited on-call services to all our clients. If you have questions about the number of students in a boundary, in a specific neighborhood, or within a certain radius, our staff is available on-call Monday through Friday 7am to 5pm to help answer those questions. We will make every attempt to answer within the same day.

### GIS FACILITIES PLANNING SOFTWARE

The SchoolWorks, Inc. GIS Facility Planning Software is available for purchase by the District, if requested. For more information on this powerful tool please contact a SchoolWorks, Inc. representative.

### HOURLY RATES

If SchoolWorks presense is requested on various projects or committee meetings beyond the Statement of Work in this proposal, the District will be billed an hourly rate of \$185 per hour.

5

## Fee Proposal

12/

## STATEMENT OF WORK

Schoolworks, Inc. is proposing a fixed fee for the basic services provided in this proposal. Optional services may be added. Changes in the scope of work can have impacts on the overall fee. If SchoolWorks, Inc. presence at meetings or additional services are requested beyond the scope of work, the District will be billed at \$185 per hour, plus travel time and expenses or issued a new contract for those specific services.

### DEMOGRAPHICS & ENROLLMENT PROJECTIONS

- ☐ Geocode current student enrollment data October 2020
- ☐ Update and analyze student demographic trends
- ☐ Update six year district enrollment projections
- ☐ Update enrollment projections for each individual school
- ☐ Update classroom utilization analysis
- ☐ Update new housing impacts & yield rate study
- ☐ One (1) Board presentation
- ☐ Interactive web based school attendance boundary locator (Complimentary)
- ☐ Unlimited on-call services

**Total Proposed Fee**

**\$5,500**

### SCHOOL LOCATOR SERVICES

- ☐ If the District does not intend to update this study on a yearly basis, a maintenance agreement will be provided to continue using the interactive web based school attendance boundary locator of **\$850.00**.

## PROJECT TIMELINE

The proposed timeline for completion and delivery of the project is TWO (2) month from the time the Schoolworks, Inc. team is able to collect the appropriate information. A project RFI will be submitted to the District upon signing of this agreement. A schedule is intended to be a flexible timeline and will be adjusted accordingly, depending on coordination of schedules and efficient data collection. It is our goal to complete this project under the TWO (2) month window. The Schedule is generated through a team effort involving school administration, staff and SchoolWorks, Inc. consultants.

**Agreement**

## **PROFESSIONAL SERVICES AGREEMENT**

### **DEMOGRAPHICS & ENROLLMENT PROJECTIONS UPDATE**

#### **Marysville Joint Unified School District**

1919 B Street  
Marysville, CA 95901  
TEL: 530.741.6000

and

#### **SchoolWorks, Inc.**

8331 Sierra College Blvd., 221  
Roseville, CA 95661  
TEL: 916.733.0402

THIS AGREEMENT, is made by and between SchoolWorks, Inc. (hereinafter referred to as "SCHOOLWORKS") and Marysville Joint Unified School District, (hereinafter referred to as "the DISTRICT")

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in updating demographics and enrollment projections.

#### **SCOPE OF SERVICES**

SCHOOLWORKS will provide the DISTRICT an updated Demographic Study with Enrollment Projections. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This study provides information based on the 2020/2021 District enrollments and programs, local planning policies and residential development

#### **AGREEMENT PERIOD**

The agreement period begins October 14, 2020, (the "Effective Date") and will automatically expire on September 30, 2021 (the "Expiration Date").

#### **OBLIGATIONS OF THE DISTRICT**

DISTRICT agrees that its employees will cooperate with SCHOOLWORKS and be available for scheduled consultations and meetings at reasonable times.

DISTRICT shall provide data which is required or requested by SCHOOLWORKS. All data and records, including student information will remain confidential.



DISTRICT will assist SCHOOLWORKS in obtaining data from public municipalities or agencies or private citizen groups whenever such data is necessary for completion of the work outlined in this agreement.

## **CONFIDENTIALITY**

Student records obtained by SCHOOLWORKS, Inc. and/or its third parties from the DISTRICT continue to be the property and under the control of the DISTRICT. The procedures by which students may retain possession and control of their own student generated content will be determined and controlled by the DISTRICT, not by SCHOOLWORKS, Inc. The options by which a Student may transfer student-generated content to a personal account will be determined by the DISTRICT, not by SCHOOLWORKS, Inc. Representatives of the DISTRICT, not SCHOOLWORKS, Inc. or its third parties, will work directly with parents, legal guardians, or eligible students to review personally identifiable information in the student's records and correct erroneous information. SCHOOLWORKS, Inc. staff members or its third parties shall act to ensure the security and confidentiality of student records, including, but not limited to, designating and training experienced staff members to ensure the security and confidentiality of student records, by use of the following measures: SCHOOLWORKS, Inc. staff members will periodically review and test the security and confidentiality of records stored in its computer systems and its related data drives, and make adjustments to security protocols as required. In the event of an unauthorized disclosure of a student's records, staff of SCHOOLWORKS, Inc. and its third parties will assist the DISTRICT by providing any information provided in the unauthorized disclosure to the DISTRICT so that the DISTRICT can report the disclosure to the affected parent or student, and resolve the issue in a satisfactory manner. The DISTRICT, not SCHOOLWORKS, Inc., will work with students who choose to retain possession of their student generated content or to transfer such content to a student's personal account. SCHOOLWORKS, Inc. agrees to comply with all standards regarding the privacy of the student data provided by the DISTRICT, relating to "COPPA," "FERPA," and SOPIPA. In accordance with COPPA, FERPA and SOPIPA. SCHOOLWORKS will not use its site or services for other than its school district client's K-12 school purposes, and will use security protocols to secure DISTRICT data that is used in conducting certain studies and reports for or on behalf of the DISTRICT. SCHOOLWORKS, Inc. will not use any personally identifiable information in student records to engage in targeted advertising. SCHOOLWORKS, Inc. will not sell a student's information. SCHOOLWORKS, Inc. will not use any personally identifiable information in student records to create a "student profile" for any purpose other than those required or specifically permitted by the Technology Services Agreement. SCHOOLWORKS and/or its third parties shall not disclose any personally identifiable information in student records, unless for legal, regulatory, judicial, safety, or operational improvement reasons, and must disclose student information: when required by law, for legitimate research purposes; or for school purposes to educational agencies authorized by the DISTRICT

## **TERMINATION**

It is understood and agreed that the DISTRICT may terminate this agreement without cause by giving SCHOOLWORKS written notice at least thirty (30) days before effective date of such termination. Required payments include payment for hours completed.

## COMPENSATION

The full amount of **\$5,500** will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty days of the date of the invoice. If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the District will be billed at \$185 per hour, plus travel time and expenses.

The parties hereto have caused this agreement to be executed by their authorized representatives.

SchoolWorks, Inc.



Kenneth R. Reynolds

President

May 20, 2020

Marysville Joint Unified School District

Signature



Print Name



Title

Date



September 23, 2020

Penny Lauseng, MBA, CFE  
Assistant Superintendent, Business Services  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Orrick, Herrington & Sutcliffe LLP  
2050 Main Street  
Suite 1100  
Irvine, CA 92614-8255  
+1 949 567 6700  
orrick.com

Donald S. Field

E dfield@orrick.com  
D +1 949 852 7727  
F +1 949 567 6710

Re: Proposed Marysville Joint Unified School District Refunding Certificates of Participation, Series 2020 (Federally Taxable – Crossover Refunding)

Dear Ms. Lauseng:

On behalf of Orrick, Herrington & Sutcliffe LLP (“Orrick”), I would like to express our appreciation for your choice of our firm to serve as bond counsel (“Bond Counsel”) and disclosure counsel (“Disclosure Counsel”) to the Marysville Joint Unified School District (the “Issuer”), in connection with the refinancing of the District’s Marysville Joint Unified School District 2012 Certificates of Participation (Refunding and Capital Projects) through the execution, delivery and sale of refunding certificates of participation (referred to herein as, the “Bonds”). The purpose of this engagement letter and the attached Standard Terms of Engagement (collectively, the “Agreement”) is to confirm the terms and conditions upon which Orrick will be providing legal services to the Issuer. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship.

Orrick’s services as Bond Counsel and Disclosure Counsel to the Issuer in this transaction will consist of the Customary Bond Counsel Services described in the Standard Terms of Engagement, the Customary Disclosure Counsel services described in the Standard Terms of Engagement and the following additional services to the Issuer with respect to the execution, delivery and sale of the Bonds: (i) preparation of documents to be adopted or entered into by the Issuer and a facilities corporation (or joint powers authority) required for the execution and delivery of the Bonds, including preparation of the authorizing resolutions, the trust agreement, the ground lease, the lease agreement and the assignment agreement (the “Major Legal Documents”), and (ii) review or preparation of summaries of the Major Legal Documents included in the official statement.

In consideration of the services set forth above, the Issuer shall pay to Orrick a fee of \$45,000. This fixed fee is based upon the assumption that the Bonds will be issued on a single date, the scope of services will be limited and conform to the description thereof contained in this Agreement, the transaction will not have an extraordinary number of problems/issues, the parties will work to



Penny Lauseng, MBA, CFE  
September 23, 2020  
Page 2

minimize the number of meetings, conference calls and document distributions, the purposes of the financing and the structure of the transaction will not materially change after preparation of the documents has commenced, and the Bonds will be issued not later than six months from the date initial drafts of any of the bond issuance documents are distributed by Orrick. If any of these assumptions are incorrect, or if any unusual or unforeseen circumstances arise, and occasions substantial additional work or responsibility on the part of Orrick, Orrick will be entitled to seek additional compensation in such amount as the Issuer and Orrick shall mutually agree to be appropriate.

Orrick's fee shall be contingent and payable upon the execution and delivery of the Bonds.

Invoices shall be payable by the Issuer upon execution and delivery of the Bonds if payable from Bond proceeds and otherwise within 30 days of receipt. The obligation to pay our invoices is solely the Issuer's and is not contingent upon any right of the Issuer may have for reimbursement, indemnification or insurance; or the Issuer's receipt of any other form of payment the Issuer may claim or expect to receive from some other party.

This engagement letter and the attached Standard Terms of Engagement represent the entire understanding and agreement between the Issuer and Orrick with respect to the subject matter referred to herein. The Issuer acknowledges that this engagement letter and the attached Standard Terms of Engagement have been carefully reviewed and their content understood and that the Issuer agrees to be bound by all of the terms and conditions and represents that the person signing below has been authorized to close on behalf of the Issuer. Furthermore, the Issuer acknowledges that Orrick has made no representations or guarantees to the Issuer regarding the successful execution and delivery of the Bonds, the tax status of interest evidenced by the Bonds or the time necessary to complete the execution and delivery of the Bonds.

Nothing in the Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the Issuer and Orrick any legal or equitable right or claim under or in respect of the Agreement or with respect to services contemplated hereby, and the Agreement shall inure to the sole and exclusive benefit of the Issuer and Orrick.

The provisions of this engagement letter may only be amended in writing and signed by both parties.

The Agreement will take effect upon execution of this engagement letter, but its effective date will be retroactive to the date Orrick first performed services. This engagement letter may be executed in counterparts, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

128



Penny Lauseng, MBA, CFE  
September 23, 2020  
Page 3

If you have any questions, please feel free to contact the undersigned. If the foregoing, together with the attached Standard Terms of Engagement, is satisfactory, please sign and return a copy of this letter to me. We look forward to working with you and to a successful completion of this transaction.

Very truly yours,

Orrick, Herrington & Sutcliffe LLP

A handwritten signature in black ink, appearing to read "Donald S. Field".

Donald S. Field

ACKNOWLEDGED AND AGREED TO:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Penny Lauseng, MBA, CFE, Assistant Superintendent,  
Business Services

## **STANDARD TERMS OF ENGAGEMENT (Bond Counsel and/or Disclosure Counsel)**

Except as modified in writing by the engagement letter accompanying these Standard Terms of Engagement (the "Engagement Letter") or in another agreement signed by the Issuer (as defined in the Engagement Letter) and Orrick, Herrington & Sutcliffe LLP ("Orrick") the following provisions shall apply to the relationship between Orrick and the Issuer.

### **1. Issuer**

Orrick's engagement is only on behalf of the Issuer. In performing the services set forth in the Engagement Letter, Orrick will act as special counsel to the Issuer with respect to issuance of the Bonds; Orrick will assist the Issuer's counsel in representing the Issuer with respect to the Bonds in a manner consistent with Orrick's role set forth in the Engagement Letter. Orrick's representation of the Issuer, does not encompass any governing board member, officer or employee of the Issuer; any agency, department or office part of or affiliated with the Issuer; or any other person or entity affiliated with the Issuer. If any of these persons or entities require the services of counsel in connection with the Bonds, Orrick would be pleased to discuss whether Orrick might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on Orrick's review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Issuer and from those seeking such additional representation.

### **2. Scope of Engagement**

The scope of Orrick's representation of the Issuer is limited to the specific services identified in the Engagement Letter and such additional matters as the Issuer and Orrick may in their mutual discretion agree to in writing from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Issuer will be subject, among other things, to such additional conflict checks, waivers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances and may be conditioned upon such fee adjustments or retainers as Orrick may require. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Issuer entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement and in the Engagement Letter applies to Orrick's current representation of the Issuer and, to the fullest extent practicable, to any subsequent matters that Orrick agrees to undertake on the Issuer's behalf. Orrick's services will not extend to other business or legal affairs of the Issuer or to any other aspect of the Issuer's activities. Orrick's receipt or use of confidential or other information from the Issuer or others in the course of the representation described in the Engagement Letter does not mean that Orrick will render any advice or services other than those described in the Engagement Letter.

The parties agree that Orrick is not acting in a staff capacity or otherwise assuming the responsibilities for any public official currently designated in the Issuer's conflict of interest code. The parties also agree that Orrick is not being retained to, has no duty to, and will not, advise the Issuer or otherwise be involved in the Issuer's decisions as to (a) whether the Issuer should issue the Bonds, (b) the principal amount, interest rate or other pricing terms of the Bonds, (c) what project(s) is/are to be financed or refinanced through the issuance of the Bonds (the "Project"), (d) whether the Issuer should enter into contracts related to the possible issuance of the Bonds or (e) the financial terms to be included in the Bonds and/or any such contracts (collectively, the "Governmental Decisions"). Instead, Orrick is being retained to advise and to render opinions as to the validity of or other legal matters respecting the issuance or sale of the Bonds the Issuer determines to issue and certain contracts the Issuer determines to enter into in connection with the Bonds, as set forth in the Engagement Letter. The parties also agree that Orrick is not being retained, and has no duty, to provide financial advice of any kind to the Issuer in connection with the foregoing. The Issuer, through its governing board, staff and independent legal counsel, will be exercising its independent judgment regarding the Governmental Decisions. The Issuer acknowledges that Orrick has not been involved with the preliminary discussions, evaluation, planning, drawing of plans and specifications and solicitation of bids related to the Project.

#### **Customary Bond Counsel Services**

When Orrick's role is Bond Counsel, Orrick shall perform the following legal services to the Issuer:

- (1) Analysis of eligibility of the Project under state law and for interest on the Bonds to be excluded from gross income for federal income tax purposes.
- (2) Consultation with representatives of the Issuer, Issuer's counsel, and any financial advisor or underwriters, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (3) Preparation of the resolution of the governing board of the Issuer approving the issuance and sale of the Bonds and the documents to be adopted or entered into by the Issuer required for the issuance of the Bonds, including the bond resolution or the indenture of trust or trust agreement between the Issuer and a trustee (or, if applicable, the supplement to an existing bond resolution, indenture or trust agreement) (the "Major Legal Documents").
- (4) If the Bonds are to be sold through a competitive sale, preparation of the official notice of sale and the notice of intention to sell.
- (5) In the case of a refunding, preparation of the refunding escrow agreement.

(6) Preparation of summaries of the Major Legal Documents included in the official statement for the Bonds (the "Official Statement").

(7) Participation in such meetings of the Issuer and working group meetings or conference calls as the Issuer may request.

(8) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds (including the Tax Agreement).

(9) Rendering of Orrick's customary form of final legal opinion to the Issuer on the validity of the Bonds and the tax-exempt status of interest thereon, and, if required by the underwriters of the Bonds, Orrick's customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the Official Statement of the Major Legal Documents and the tax portion of said final legal opinion and certain other matters and, in the case of a refunding, Orrick's customary form of defeasance opinion.

(10) Providing, in electronic form, closing transcripts.

#### *Limitations*

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the Issuer or any other party in any litigation or other legal or administrative proceeding, audit or investigation involving the Bonds or any use or investment of the proceeds thereof, or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content of any Official Statement or other disclosure document or presentation (other than preparation of a summary of the Major Legal Documents and of the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or any rating agency or investor presentation or the preparation of any credit enhancement agreement, investment agreement or swap agreement. Bond Counsel services also do not include any responsibility for compliance with any federal or state securities laws, environmental, land use, procurement, real estate, construction, insurance or (except as required for tax exemption of the Bonds) tax laws or for title to, recording, filing or perfection or continuation of any liens or security interests in real or personal property. It is not the role or responsibility of Bond Counsel to assure that the interests of any parties other than the Issuer are addressed or that any conditions to closing the transaction, other than as necessary in Bond Counsel's judgment to render the legal opinions delivered by Bond Counsel, have been satisfied or addressed. Neither Bond Counsel's role in the Bond closing nor Bond Counsel's provision of closing transcripts shall imply the completeness or adequacy of any items included in the closing transcript for any purpose other than as expressly addressed in the legal opinions delivered by Bond Counsel. Bond Counsel services are limited to legal advice and do not include any financial advice or analysis, including advice concerning whether or not to issue the Bonds, or adopt any



Bond related resolutions or enter into any Bond related agreements. Bond Counsel services do not extend past the date of issuance of the Bonds and do not, for example, include services related to rebate or other post-issuance tax compliance, continuing disclosure, amendments to any of the Bond related documents, post-issuance investments, interest rate swaps or management contracts entered into after the date of issuance of the Bonds, or redemption or defeasance of the Bonds. Any involvement by Bond Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Bond Counsel's responsibilities unless otherwise agreed to in writing.

### **Customary Disclosure Counsel Services**

When Orrick's role is Disclosure Counsel, Orrick shall perform the following legal services to the Issuer:

(1) Assistance in preparing a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Official Statement") for the Bonds. Such assistance will consist of participation in conferences with the Issuer, the underwriters of the Bonds (the "Underwriters"), their respective counsel, the Issuer's financial advisor and other relevant participants, assistance in the preparation of information about the Bonds, the Issuer and other material information and assistance in coordinating posting, printing or reproduction of the Preliminary Official Statement and the Official Statement, the cost of which shall be the responsibility of the Issuer.

(2) Rendering, in Orrick's customary form, addressed only to the Underwriters, of a so-called "10b-5 letter" (subject to customary limitations and exclusions).

Unless Orrick is also bond counsel, the Issuer will rely upon, and Orrick will assume the accuracy of, the opinion of bond counsel with respect to the validity of the Bonds and the Bond documents, the federal and state tax-exempt status of interest on the Bonds, exemption from registration of the Bonds under applicable securities laws, and other matters customarily covered by opinions of bond counsel and counsel to other parties, and Orrick will not undertake any independent consideration thereof or have any other responsibility therefor. Bond counsel will also be responsible for preparing summaries of legal documents for inclusion in the Preliminary Official Statement and the Official Statement and giving an opinion as to the accuracy of the summaries of the legal documents and the Bonds and of Orrick's tax opinion contained in the Official Statement.

In performing Disclosure Counsel services, in addition to relying on the opinions described above, Orrick will be entitled to rely on the accuracy and completeness of information provided and certifications made by the Issuer, the financial advisor, consultants, accountants, the underwriters, various counsel and other parties, without independent investigation or verification.

While Orrick will undertake certain activities in order to provide the negative conclusion that constitutes the so-called "10b-5 letter", such activities are inherently limited in character and in scope. They cannot and will not encompass all of the activities an underwriter may be required to undertake in order to establish a due diligence or reasonable investigation defense (if available), and the securities laws do not permit an underwriter to delegate completely duties of due diligence or reasonable investigation it may have to counsel.

### *Limitations*

Disclosure Counsel services will be limited to those specifically set forth above and, for example, will not include other services, including but not limited to matters relating to the mode or manner of dissemination of the official statement, the accuracy of any printing or posting of the official statement, registration or qualification of the Bonds under federal or state securities laws, derivative products, regulatory matters (such as compliance with FINRA or MSRB rules or other broker-dealer regulations) or independent investigation of prior compliance with continuing disclosure undertakings, and will not include preparation or review of any rating agency or investor presentation or representation in any litigation or other legal or administrative proceeding, audit or investigation involving the Official Statement, the Bonds, the Project or any related matter. Disclosure Counsel services do not include any financial advice or analysis. Disclosure Counsel services are limited to legal advice and do not extend past the date of issuance of the Bonds and do not, for example, include services related to any post-issuance amendment of or supplement to the Official Statement or to any continuing disclosure. Any involvement by Disclosure Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Disclosure Counsel's responsibilities unless otherwise agreed to in writing.

### **3. Costs and Expenses**

Unless otherwise provided in the Engagement Letter, the Issuer will pay Orrick for costs and expenses (direct and indirect) incurred in connection with the services set forth in the Engagement Letter, including (without limitation) filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcript and other similar expenses. Indirect costs, such as word processing, document reproduction and transcript costs, shall be payable at Orrick's standard cost recovery rates from time to time in effect.

Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the Issuer, but if paid by Orrick on behalf of the Issuer, the Issuer shall reimburse Orrick for such costs upon demand.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Issuer, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick's representation of the Issuer, the Issuer agrees to pay Orrick for any resulting costs or expenses, including Orrick's time, even if Orrick's representation of the Issuer has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Issuer alleging wrongdoing by Orrick.

#### **4. Waiver of Conflicts of Interest**

Orrick's agreement to represent the Issuer is conditioned upon the understanding that Orrick is free to represent any clients (including entities that may be adverse to the Issuer) and to take positions adverse to either the Issuer or an affiliate in any matters (whether involving the same substantive area(s) of law for which the Issuer has retained Orrick or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise). Orrick agrees, however, to not represent any party other than the Issuer in connection with the Bond financing prior to the date of termination determined in accordance with Paragraph 8 hereof without the consent of the Issuer. In this connection, the Issuer should be aware that Orrick regularly provides legal services for many private and public entities in connection with a wide variety of matters. (A summary of Orrick's current practice areas and the principal industries in which Orrick represents clients can be found on Orrick's web site at [www.orrick.com](http://www.orrick.com).) For example, Orrick has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, borrowers, developers, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or the Project or that may be involved with or adverse to Issuer. In addition, Orrick's wholly-owned subsidiary BLX Group LLC may provide financial advisory services, including arbitrage rebate compliance and other post-issuance compliance services, to other parties involved in the Bond financing and Orrick may provide legal advice to such other parties in connection with such BLX Group LLC services. Orrick will, of course, hold in confidence the Issuer's secrets and confidences. Similarly, the Issuer understands that while Orrick may obtain confidential information from other clients that may be of interest to the Issuer, Orrick cannot share such information with the Issuer. The Issuer acknowledges that it has had the opportunity to consult with its counsel about the consequences of the waiver set forth in this paragraph. The Issuer consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict of interest that might arise or be deemed to arise, now or in the future, from this engagement of Orrick to serve as Bond Counsel or Disclosure Counsel and any past, current or future representations.

135

**5. Internal Communications**

The occasion might arise for the Orrick attorneys providing service to the Issuer to consult regarding Orrick's engagement for the Issuer with Orrick's own counsel (e.g., Orrick's Chief Legal Officer, other firm lawyers working with Orrick's Chief Legal Officer who do not perform work for the Issuer with respect to the Bonds, or Orrick's own outside counsel). To the extent that Orrick is addressing Orrick's own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Issuer as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Issuer regarding the Bonds or matters relating to the issuance of the Bonds. The Issuer hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify Orrick from continuing to represent the Issuer or from acting in Orrick's own behalf, even if such consultation or communications might be deemed adverse to the interests of the Issuer. The Issuer acknowledges and agrees that any such consulting and communications are protected by Orrick's own attorney-client privilege from disclosure to the Issuer.

**6. Responsibilities of Orrick and the Issuer**

The Issuer shall have and will rely on the Issuer's elected, appointed or retained chief legal officer or on outside counsel (other than Orrick) ("Issuer Counsel") to render day-to-day and ongoing general legal services and to advise the Issuer with respect to all Governmental Decisions. Orrick shall circulate documents to and coordinate its services with Issuer Counsel to the extent requested by Issuer or Issuer Counsel. Orrick shall be entitled to assume that Issuer Counsel has reviewed all documents and matters submitted to Issuer for adoption or approval or to officers of Issuer for execution prior to such adoption, approval or execution.

In rendering opinions and performing legal services, Orrick shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer and other parties, counsel and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Orrick not working directly on the Bond issue will not be imputed to Orrick nor shall there be any duty on Orrick's part to make any inquiry of such other attorneys or non-attorneys.

Orrick will provide to the Issuer legal counsel and assistance in accordance with the accompanying engagement letter and this Standard Terms of Engagement. The Issuer will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice or for any advice with respect to Governmental Decisions, including without limitation any advice regarding the character or credit of any person with whom the Issuer may be dealing. Although Orrick will at times communicate with the Issuer by e-mail, letter, or other written form, Orrick may provide much of its counsel and assistance in telephone conversations and meetings with the

Issuer. In addition, Orrick shall have the right, subject to applicable rules of professional responsibility, to discard any files or other materials relating to the Bonds either before or after termination of Orrick's representation of the Issuer.

For Orrick to represent the Issuer effectively, Orrick needs the Issuer to provide Orrick with complete and candid information regarding matters relating to the Bonds and the Project, and, if Orrick is providing Disclosure Counsel Services, regarding financial, operating and other information material to prospective investors in the Bonds, to keep Orrick informed of relevant developments, to make decisions necessary for Orrick to fulfill its responsibilities with respect to the Bonds and otherwise to provide to Orrick the Issuer's reasonable assistance and cooperation.

Orrick shall maintain errors and omissions insurance coverage applicable to the services to be rendered pursuant to the Engagement Letter.

The Engagement Letter and these Standard Terms and Conditions shall not be the basis of any breach of contract claim that would have the effect of extending any statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract.

Orrick will not be responsible for any services performed by, or acts or omissions of, any co-counsel or other transaction participant.

**7. Client Files (Cloud Storage, Retention and Disposition)**

Orrick recognizes that cloud computing services offer valuable tools to Orrick's clients and has entered into arrangements with certain providers of those services to host, process, and analyze data, including client data. Like online services or platforms, cloud computing services are not immune from security compromises. While Orrick maintains a cyber security vendor risk management program, Orrick cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by Orrick. If the Issuer does not wish to have its information and data stored with third party cloud service providers, the Issuer must advise Orrick not to do so. Orrick will not be responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

Unless otherwise required by specific Issuer instruction, Orrick will retain all hardcopy and electronic records for a period of years consistent with Orrick's internal record retention policy. When that time expires, Orrick's policy is to destroy all records related to the Bonds in a manner that preserves confidentiality. The Issuer understands and agrees that records related to the Bonds will be destroyed in the absence of such alternate instruction. For these purposes "records" includes paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats.

137

Orrick reserves the right to make, at Orrick's expense, certain copies of all documents generated or received by Orrick in the course of Orrick's representation of the Issuer. Orrick will maintain the confidentiality of all documents throughout this process.

Orrick's own files pertaining to the Bonds will be retained by the firm (as opposed to being sent to the Issuer) or destroyed. These firm files may include internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. Orrick reserves the right to destroy or otherwise dispose of any of Orrick's own files within a reasonable time after the engagement has concluded.

**8. Termination**

The Issuer may terminate Orrick's representation of the Issuer at any time, with or without cause. Orrick may terminate its representation of the Issuer at any time, with or without cause, subject to applicable rules of professional responsibility, including if, among other things, the Issuer fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance arises that, in Orrick's view, renders Orrick's continuing representation unlawful or unethical. Orrick may terminate or suspend its representation of the Issuer, subject to applicable rules of professional responsibility, if the Issuer fails to make timely payment on any invoice. In the event of termination by either the Issuer or Orrick, the Issuer shall pay Orrick fees and costs for work performed prior to termination and Orrick will have no responsibility or liability whatsoever for any subsequent use of documents prepared or advice provided by Orrick prior to termination. The Issuer acknowledges that it has had an opportunity to consult with its counsel about the consequences of Orrick's disclaimer of responsibility and liability herein.

**9. Date of Termination**

Orrick's representation of the Issuer with respect to the matters covered by the Engagement Letter will be considered terminated at the earliest of (i) the Issuer's termination of the representation, (ii) Orrick's termination of the representation, (iii) the issuance of the Bonds or (iv) the Issuer's abandonment of the Bond financing. Sections 3, 4, 5 and 7 of this Standard Terms of Engagement shall survive termination of the representation.

**10. Arbitration Right – Applicable to State of New York Transactions Only**

Please note that in the event that a dispute arises relating to Orrick's fees, the Issuer may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the Issuer upon the Issuer's request.

138