



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
(530)763-3075

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

Purpose: This MOU serves to express the intent of Indian Ed to secure from MYCC certain rights and privileges and to obtain use of the premises on the Mondays and Thursdays of each month from 3:00 pm - 8:00 pm for the months September, 2020 - May, 2021 for conducting Archery activities and on (February 20, 2021) for the use of the entire facility for Winter Pow Wow Workshop.

Term: This MOU shall become effective on September 6, 2020, and will continue in effect until the last Thursday of use on May 23, 2021.

General Principles:

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

2. Description of Facility

a. For Archery

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

b. For Winter Pow Wow Workshop

- i. Agreement includes Ballroom, Conference Room, Teen Center
- ii. Use Fee \$425.00-one day event to be held on February 20, 2021
- iii. Security/Damage Fee waived
- iv. A cleaning fee of \$150.00 is due for cleaning the bathrooms and floors after the Pow Wow.

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

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

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

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

Business Services Department
Approval: PL
Date: 8.14.20



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- a. The cost of any damages to MYCC property and/or utility charges; if any; b. The costs of the removal of any of the Indian Ed. property, refuse, and/or cleanup required beyond that determined reasonable by MYCC.
7. The Indian Ed. agrees to not sell, exchange, barter, or permit his/her employees to sell, exchange, barter any permits issued to the Indian Ed. or his/her employees hereunder.
8. This MOU or privileges or any part thereof, cannot be assigned or otherwise disposed of without the written consent of MYCC.
9. The Indian Ed. agrees to comply with all City, County and State compliance regarding New Covid-19 requirements, including but not limited to cleaning and sanitizing ALL common area and high traffic areas, including the restrooms. And maintaining all housekeeping standards in place.
10. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral agreements, alterations or variations of the terms herein, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. In the event the Indian Ed. fails to comply with the terms of this agreement,
- a. MYCC shall have the right to occupy the premises in any manner deemed to be in the best interest of MYCC and the safety of the occupants;
- b. All monies received from the Indian Ed. are non-refundable.
12. SMOKING IS NOT PERMITTED IN ANY PART OF THE MYCC BUILDING or within 20 feet of the entrances.
13. In the event of any act of nature, state or national emergency, this agreement may be cancelled at the discretion of MYCC.
14. This MOU will be reviewed annually, and may be changed or canceled by either party by giving a 30 days prior written notice.

Peggy Smith, President, Board of Director, Marysville Youth and Civic Center

8/10/20

Date

Indian Ed. Representative

Date

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.

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Placer Learning Center

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 Placer Learning Center (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 30th, 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

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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

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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:

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\$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.

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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.

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide 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.

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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented

placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. 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.

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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.

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to 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

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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


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


CONTRACTOR

LEA

Placer Learning Center
Nonpublic School/Agency

Marysville Joint Unified School District
LEA Name

By:  8/5/2020
Signature Date
Randy Eichler, President
Name and Title of Authorized Representative

By:  8-14-20
Signature Date
Gary Cena, Superintendent, MJUSD
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Randy Eichler, President	Name and Title Jessica Guth, Director of Program Services
Nonpublic School/Agency/Related Service Provider Placer Learning Center	LEA Marysville Joint Unified School District
Address 5477 Eureka Road	Address 1919 B Street
City Granite Bay	City Marysville
State CA	State CA
Zip 95746	Zip 95901
Phone (916) 774-1260	Phone (530) 749-6171
Fax (916) 791-0860	Fax (530) 741-7850
Email randye@placerlc.com	Email jguth@mjusd.k12.ca.us

Additional LEA Notification
(Required if completed)

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

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EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Placer Learning Center

The CONTRACTOR CDS NUMBER: 31-66829-0118422

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

Maximum Contract Amount: \$ 64,325.00

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: \$155.00

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>\$25.00</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$95.00</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>\$95.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>\$95.00</u>	<u>hour</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>\$90.00</u>	<u>hour</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>\$80.00</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>_____</u>	<u>_____</u>

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Specialized Deaf and Hard of Hearing (710)

Interpreter Services (715)

Audiological Services (720)

Specialized Vision Services (725)

Orientation and Mobility (730)

Specialized Orthopedic Services (740)

Reader Services (745)

Transcription Services (755)

Recreation Services, Including Therapeutic (760)

College Awareness (820)

Work Experience Education (850)

Job Coaching (855)

Mentoring (860)

Travel Training (870)

Other Transition Services (890)

Other (900)

Other (900)

EXHIBIT B: 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, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School DistrictNonpublic School Placer Learning CenterLEA Case Manager: Name Adam Pitts/Jessica GuthPhone Number (530) 741-6150 x2519/ (530) 749-6171Pupil Name [REDACTED]
(Last)[REDACTED]
(First)[REDACTED]
(M.I.)Sex: ☐ M ☒ X ☐ F Grade: 10thAddress [REDACTED]City [REDACTED]State/Zip [REDACTED]DOB [REDACTED] Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____☐ OTHER _____Parent/Guardian [REDACTED]Phone ([REDACTED]) [REDACTED]
(Residence)([REDACTED]) [REDACTED]
(Business)Address [REDACTED]City [REDACTED]State/Zip [REDACTED]

(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 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: \$155.00Estimated Number of Days 200 x Daily Rate \$155.00 = PROJECTED BASIC EDUCATION COSTS \$31,000.00**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)		X		360 min/day, 200days/year	\$150.00 (\$25/hr)	200	\$30,000.00
Language/Speech Therapy (415) a. Individual b. Group		X		2 sessions/week, 30 min/session	\$47.50 (\$95/hr)	72	\$3,325.00
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)				42			

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							
Bus Passes							
Other				43			

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 33,325.00

Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 33,325.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 64,325.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting ☒ Quarterly ☐ Monthly ☐ Other
Requirements: _____ y _____ y _____ (Specify) _____

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

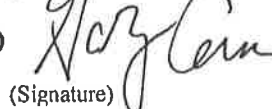
-CONTRACTOR-

-LEA/SELPA-

Placer Learning Center
(Name of Nonpublic School/Agency)

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


(Signature)

7/28/2020 
(Date) (Signature)

8-14-20
(Date)

Randy Eichler, Director
(Name and Title)

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

**PLACER
LEARNING CENTER**



MASTER CONTRACT PACKET 2020-2021



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION

Date: December 23, 2019

NPS ID: 31-66829-0118422

Nonpublic School: Placer Learning Center

Site Administrator: Randy Eichler

Site Address: 5477 Eureka Road

City: Granite Bay CA 95746

Grades: K to >12 Approved Classrooms: 8 Student Gender: Coed

2020 CERTIFICATION STATUS:

APPROVED

☐ Amended

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 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 checked="" 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 checked="" type="checkbox"/> PT | <input type="checkbox"/> SW | <input type="checkbox"/> Other Services Authorized: |
| <input checked="" type="checkbox"/> BID | <input checked="" type="checkbox"/> HNS | <input checked="" 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.



PLACER LEARNING CENTER | 2020-2021 CALENDAR

☐ Holiday
 ☐ In-service/ Non Student Days
 ☐ Break/ No School
 ☒ ESY/Summer School
 ☒ Minimum Day

Regular School Day 8:15am – 2:15pm

Minimum Day 8:15am-12:15pm

AUGUST 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

8/1-8/2 Summer Break
 8/3-8/5 Staff In-Service Days
 8/06 **First Day of School**

(18 days)

SEPTEMBER 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9/4-9/7 Labor Day
 9/27 Staff In-Service Day

(19 Days)

OCTOBER 2020						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

10/2 Minimum Day
 10/16 Staff In-Service

(21 Days)

NOVEMBER 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11/6 Minimum Day
 11/11 Veteran's Day No School
 11/20 Minimum Day
 11/23-11/27 Thanksgiving Break No School

(15 Days)

DECEMBER 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

12/4 Minimum Day
 12/18 Minimum Day
 12/21-1/1 Winter Break

(14 days)

JANUARY 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

12/21-1/1 Winter Break
 1/8 Minimum Day
 1/15 Staff In-Service
 1/18 Martin Luther King Jr. Day No School

(18 Days)

FEBRUARY 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

2/5 Minimum Day
 2/12-2/15 Presidents' Days No School

(18 Days)

MARCH 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

3/5 Minimum Day
 3/19 Staff In-Service
 3/26 Minimum Day
 3/29-4/5 Spring Break No School

(19 Days)

APRIL 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

3/29-4/5 Spring Break No School

(19 Days)

MAY 2021						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5/7 Minimum Day
 5/28 **Last Day of School Minimum Day/ Graduation**
 5/28-5/31 Memorial Day No School

(19 Days)

JUNE 2021						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

6/11-6/28 ESY (8:15A- 12:15P)
 6/28 **Last Day of ESY**

(20 Days)

JULY 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

6/29-8/2 Summer Break School Not In-Session

(0 Days)

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Specialized Elementary Ed, Inc

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

Placer Learning Center

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

5477 Eureka Road

6 City, state, and ZIP code

Granite Bay, CA 95746

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 3 2 7 0 2 6 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ▶

Randy Eicher

Date ▶

7/25/2020

General Instructions

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

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

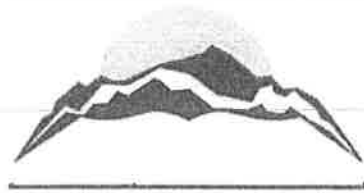
Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

**PLACER
LEARNING CENTER**



RATE SHEET

2020-2021 SCHOOL YEAR

Basic Education Program/Special Education Instruction	155.00	Daily
Transportation – Round Trip	30.00	Daily
Transportation - One Way	15.00	Daily
Individual Counseling	90.00	Hourly
Group Counseling	90.00	Hourly
Parent Counseling	90.00	Hourly
Intensive Instructional Aide	25.00	Hourly
Language & Speech	95.00	Hourly
Occupational Therapy	95.00	Hourly
Physical Therapy	95.00	Hourly
Behavior Intervention – BCBA	80.00	Hourly

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2019

PRODUCER

JOE RAFTER INSURANCE
P.O. BOX 5144
SAN CLEMENTE, CA 92674
(949) 361-6606, FAX 361-1744

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED SPECIALIZED ELEMENTARY EDUCATION, INC.

DBA: PLACER LEARNING CENTER
5477 EUREKA ROAD
GRANITE BAY, CA 95746

INSURERS AFFORDING COVERAGE

INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.

INSURER B: SECURITY NATIONAL INSURANCE COMPANY

INSURER C:

INSURER D:

INSURER E:

NAIC#

18058

19879

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	ADOL NBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PHPK1879674 INCLUDED	9/15/19	9/15/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MEDEXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/>	SEXUAL PHYSICAL ABUSE				PERSONAL & ADV INJURY \$ 1,000,000
		MOLESTATION				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/>	POLICY				
	<input type="checkbox"/>	PRO-JECT				
	<input type="checkbox"/>	LOG				
A		AUTOMOBILE LIABILITY	PHPK1879674	9/15/19	9/15/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		ANYAUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/>	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANYAUTO				OTHER THAN EAACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	PHUB646879	9/15/19	9/15/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 1,000,000
		DEDUCTIBLE				\$
	<input checked="" type="checkbox"/>	RETENTION \$ 10,000				\$
						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SWC1214154 R EICHLER, J PEREZ	11/1/18	11/1/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER PROFESSIONAL LIABILITY	PHPK1879674	9/15/19	9/15/20	1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED APPLIES "IF" REQUIRED BY WRITTEN CONTRACT
PRIMARY WORDING APPLIES "IF" REQUIRED BY WRITTEN CONTRACT
WAIVER OF SUBROGATION APPLIES "IF" REQUIRED BY WRITTEN CONTRACT
PER ENDORSEMENT PI-GLD-VS (05/17)

CERTIFICATE HOLDER

INFORMATIONAL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph M. Ray

BUSINESS LICENSE/PERMIT

"For Services Provided in the
Unincorporated Areas of Placer County Only"

BUSINESS NAME: Placer Learning Center

BUSINESS OWNER: Randy Eichler

BUSINESS LOCATION: 5477 EUREKA RD
GRANITE BAY, CA 95746-8858

PLACER LEARNING CENTER
5477 EUREKA RD
GRANITE BAY, CA 95746-8858

TO BE POSTED IN A CONSPICUOUS PLACE

COUNTY OF PLACER

JENINE WINDESHAUSEN, TREASURER - TAX COLLECTOR
2976 Richardson Drive • Auburn, CA 95603
Phone: (530) 889-4120

NONTRANSFERABLE

BUSINESS TYPE: 0141 - INSTRUCTION/SCHOOL
(ANY TYPE)

DESCRIPTION: Special Education School

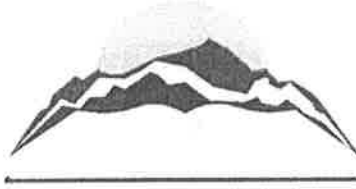
Business License Number: 104099

Expiration Date: June 01, 2021

By:


Treasurer - Tax Collector

PLACER
LEARNING CENTER



REPORTING MISSING CHILDREN REQUIREMENTS
ACKNOWLEDGEMENT FORM

FROM: PLACER LEARNING CENTER
5477 EUREKA ROAD
GRANITE BAY, CA 95746

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

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

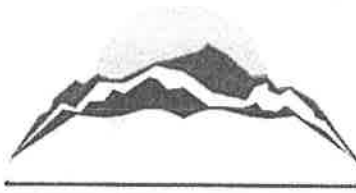
Randy Echler
Name of Authorized Personnel

Director
Title of Authorized Personnel

Randy Echler
Authorized Signature

8/3/2007
Date

PLACER
LEARNING CENTER



**FINGERPRINTING PROCEDURE
ACKNOWLEDGEMENT FORM**

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

Randy Echler
Name of Authorized Personnel

Director
Title of Authorized Personnel

Randy Echler
Authorized Signature

1/1/2020
Date

PLACER
LEARNING CENTER



Child Abuse and Neglect Reporting Requirements Acknowledgement Form

To: All Contracting LEA's and SELPAs

From: Placer Learning Center
5477 Eureka Road
Granite Bay, CA 95746

I hereby acknowledge that all staff members, including volunteers, are familiar and agree to adhere to the requirements for reporting child abuse &/or neglect as specified in California Penal code Sections 11164

Randy Eichler
Name of Authorized Personnel


Authorized Signature

Director
Job Title Of Authorized Personnel


Date

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Classroom Teachers and Clearance Information for Placer Learning Center 2020-2021 School Year									
Teacher Name	Hire Date	DOJ Clearance	TB Clearance	Credential Type and Primary Disabling Conditions Served		Credential Expiration	Classroom Assignment		
Belisle, Olivia	6/5/17	7/3/17	7/8/17	District Intern		9/1/22	Kinder - 3		
Cooney, John	8/30/19	8/22/19	8/30/19	PIP		9/1/21	8th grade		
Ervin, David	1/29/19	1/24/19	1/24/19	STSP		7/1/21	Elementary 5		
Lee, Clement	9/17/19	9/10/19	10/1/18	Preliminary		7/1/25	Kinder-3		
Lopez, Adam	8/13/18	8/15/18	7/31/18	STSP		7/1/21	MS - 6-7		
McCune, Chris	4/23/19	4/10/19	8/21/19	Emergency Sub Credential		6/1/21	as needed		
Poffenberger, Luke	11/30/09	1/31/14	10/12/16	Clear M/M		9/1/23	Transition		
Rojas, Cassie	10/2/12	1/31/14	10/12/16	Preliminary		7/1/24	Elementary 3-4		
Shelton, Ariel	5/5/17	4/26/17	5/1/17	District Intern		7/1/23	ID - 5-8		
Smith, Rachel	8/13/18	8/9/18	3/15/18	STSP M/S		7/1/21	Functional Living		
White, Daniel	10/28/10	10/28/10	6/29/18	Clear M/M		9/1/23	HS 9-12		

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

Last Name: **BEULISIE**
First Name: **OLIVIA**
Middle Name: **ASHLEY**

Document Information:

Document Number: **T90190845**
Document Title: **District Intern Credential**
Term:
Status: **Valid**
Issue Date: **8/6/2019**
Expiration Date: **9/1/2022**
Original Issue Date: **8/5/2019**
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
> INTR	This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English learners, and is participating in a Commission approved intern preparation program. The individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her work with English learners, and must make satisfactory progress toward program completion for the duration of the intern credential. The following instructional services may be provided to English learners limited to the settings or content/specialty area(s) listed at the grade/age levels authorized by the intern credential: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and	STMT	This is a non-authorization statement for Int Credentials.
ELA3		NONE	
R3MM		MM	Mild/Moderate Disabilities

Renewal Requirements

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

Renewal Code	Renewal Description	Additional Description
> R29	This certificate is not renewable. To continue to serve in a position authorized by this certificate, the holder must complete the district intern program and obtain the preliminary credential. A one calendar-year extension may be requested by the employer if the holder needs additional time to successfully complete the professional development plan and experience requirements.	

Employment Restrictions

Organization Type: **> NPS/NPA** Organization: **PLACER LEARNING CENTER** County: **PLACER COUNTY OFFICE OF EDUCATION**

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

Last Name: COONEY
First Name: JOHN
Middle Name: PAUL

Document Information:

Document Number: 200151587
Document Title: Provisional Internship Permit
Term:
Status: Valid
Issue Date: 8/1/2020
Expiration Date: 9/1/2021
Original Issue Date: 8/1/2020
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

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

Renewal Requirements

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

Renewal Code Renewal Description

Additional Description

> PIPF This certificate may not be renewed.

Employment Restrictions

Organization Type

Organization

County

> NPS/NPA

PLACER LEARNING CENTER

PLACER COUNTY OFFICE OF EDUCATION

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

Last Name: ERVIN
First Name: DAVID
Middle Name: B

Document Information:

Document Number: 200151609
Document Title: Short-Term Staff Permit
Term:
Status: Valid
Issue Date: 8/1/2020
Expiration Date: 7/1/2021
Original Issue Date: 8/1/2020
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

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

Renewal Requirements

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

Renewal Code Renewal Description

Additional Description

> STP This certificate may not be renewed.

Employment Restrictions

Organization Type

Organization

County

> NPS/NPA

PLACER LEARNING CENTER

PLACER COUNTY OFFICE OF EDUCATION

58

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

Last Name: LEE
First Name: CLEMENT
Middle Name:

Document Information:

Document Number: 200139349
Document Title: Education Specialist Instruction Credential
Term: Preliminary
Status: Valid
Issue Date: 6/1/2020
Expiration Date: 7/1/2025
Original Issue Date: 6/1/2020
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

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

Renewal Requirements

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

Renewal Code	Renewal Description	Additional Description
> R19N	This preliminary credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must obtain the recommendation from a Commission-approved Clear Education Specialist Credential TC Code Not Required Induction program sponsor.	
RICA	Per Executive Order, the credential holder must complete the Reading Instruction Competence Assessment (RICA) prior to issuance of the clear credential.	

Employment Restrictions

Organization Type

Organization

County

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

Last Name: LOPEZ
First Name: ADAM
Middle Name: ANTHONY

Document Information:

Document Number: 200151593
Document Title: Short-Term Staff Permit
Term:
Status: Valid
Issue Date: 8/1/2020
Expiration Date: 7/1/2021
Original Issue Date: 8/1/2020
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

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

Renewal Requirements

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

Renewal Code	Renewal Description	Additional Description
> STP	This certificate may not be renewed.	

Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	PLACER LEARNING CENTER	PLACER COUNTY OFFICE OF EDUCATION

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

Last Name: MC CUNE

First Name: CHRISTOPHER

Middle Name: PHILLIP

Document Information:

Document Number: 200131808

Document Title: 30-Day Substitute Teaching Permit

Term: Emergency

Status: Valid

Issue Date: 6/25/2020

Expiration Date: 7/1/2021

Original Issue Date: 4/8/2013

Grade:

Special Grade:

SB1969 (Title 5 §80487):

Authorization / Subjects

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

Renewal Requirements

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

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

Employment Restrictions

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

Last Name: POFFENBERGER
First Name: JAY
Middle Name: LUCAS

Document Information:

Document Number: 180186366
Document Title: Education Specialist Instruction Credential
Term: Clear
Status: Valid
Issue Date: 8/6/2018
Expiration Date: 9/1/2023
Original Issue Date:
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
> AAAS	The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential.	NONE	
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3. This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and	NONE	

Renewal Requirements

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

Renewal Code Renewal Description

Additional Description

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

Employment Restrictions

Organization Type

Organization

County

62

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

Last Name: ROJO
First Name: CASSANDRA
Middle Name: MARIE

Document Information:

Document Number: 190143463
Document Title: Education Specialist Instruction Credential
Term: Preliminary
Status: Valid
Issue Date: 6/1/2019
Expiration Date: 7/1/2024
Original Issue Date: 6/1/2019
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
> ELAE	The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE	
AAAS	The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential. This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate	NONE	
R3MM		MM	Mild/Moderate Disabilities

Renewal Requirements

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

Renewal Code	Renewal Description	Additional Description
> R19N	This preliminary credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must obtain the recommendation from a Commission-approved Clear Education Specialist Credential TC Code Not Required induction program sponsor.	

Employment Restrictions

Organization Type Organization 63 County

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

Last Name: SHELTON
First Name: ARIEL
Middle Name: MERCEDES

Document Information:

Document Number: 200139527
Document Title: District Intern Credential
Term:
Status: Valid
Issue Date: 6/29/2020
Expiration Date: 7/1/2023
Original Issue Date: 6/29/2020
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description
> INTR	This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English. This individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her completion for the duration of the intern credential.
R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum. Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disability, 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.
AAAS	The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and services across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential.
ELA3	The following instructional services may be provided to English learners limited to the settings or content/specialty area(s) listed. The development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of English learners.

Renewal Requirements

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

Renewal Code	Renewal Description	Additional
> R29	This certificate is not renewable. To continue to serve in a position authorized by this certificate, the holder must complete the district intern program and obtain the preliminary credential. A one calendar-year extension may be requested by the employer if the holder needs additional time to successfully complete the professional development plan and experience requirements.	

Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	PLACER LEARNING CENTER	PLACER COUNTY OFFICE OF EDUCATION

64

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

Last Name: SMITH
First Name: RACHEL
Middle Name: ANN

Document Information:

Document Number: 200151615
Document Title: Short-Term Staff Permit
Term:
Status: Valid
Issue Date: 8/1/2020
Expiration Date: 7/1/2021
Original Issue Date: 8/1/2020
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
> R3MS	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of autism, moderate/severe intellectual disabilities, deaf-blind, emotional disturbance, and multiple disabilities, to students in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	MS	Moderate/Severe Disabilities
ELAE	The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE	

Renewal Requirements

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

Renewal Code Renewal Description

Additional Description

> STP This certificate may not be renewed.

Employment Restrictions

Organization Type	Organization	County
> NPS/NPA	PLACER LEARNING CENTER	PLACER COUNTY OFFICE OF EDUCATION

65

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

Last Name: WHITE
First Name: DANIEL
Middle Name: PATRICK

Document Information:

Document Number: 180185068
Document Title: Education Specialist Instruction Credential
Term: Clear
Status: Valid
Issue Date: 8/6/2018
Expiration Date: 9/1/2023
Original Issue Date:
Grade:
Special Grade:
SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
> AAAS	The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential.	NONE	
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3. This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and	NONE	

Renewal Requirements

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

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

Employment Restrictions

Organization Type Organization County

66

NPS13 – LEA VERIFICATION OF BEHAVIORAL TRAINING

NPS Name:

The nonpublic, nonsectarian school has provided annual training to staff members who will have contact or interaction with pupils during the school day. The training complies with the following requirements:

The training has been:

Conducted by persons licensed or certified in fields related to the evidence-based practices and interventions being taught.

Taught in a manner consistent with the development and implementation of individualized education programs.

Is consistent with the requirements of Article 5.2 (commencing with Section 49005) of Chapter 6 of Part 27, relating to pupil discipline.

The content of the training included:

Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.

How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.

Evidence-based interventions for reducing and replacing challenging behaviors, including de-escalation techniques.

For any new staff member, the training will be provided within 30 days of employment.

I have verified the documentation provided by the NPS has met the requirements stated above.

Name of LEA:

Verified by (Name of LEA Representative):

Signature of LEA Representative:

Title of LEA Representative:

Date Signed:

Orientation

Tuesday, August 4, 2020

Behavior Intervention
Review of Positive Behavior Modification system
Level system
Reinforcers
Communication
BER's

presented by: *Danny Durean-Eve Durean-Together Behavior Solutions:*
e^{rm}

Staff Name Print

Staff Signature

John Carberry	John@placerlc.com	<i>[Signature]</i>
Nancy Jannisse	nancyjannisse@yahoo.com	<i>[Signature]</i>
Isaura Lazcano	isaura_zacarias@hotmail.com	<i>[Signature]</i>
Christina Sandoval	chrispsch20@yahoo.com	<i>[Signature]</i>
Sean Carey		<i>[Signature]</i>
JARATH BERGADO	bergadojarrah@gmail.com	<i>[Signature]</i>
Naomi Vercano	dknaomi@icloud.com	<i>[Signature]</i>
Chaney Virden	chaneymariev@gmail.com	<i>[Signature]</i>
Moises Castillo	MOYSAYS@me.com	<i>[Signature]</i>
Christopher Alcala	alcalasacere@gmail.com	<i>[Signature]</i>
Alondra Villanueva	alemorenita@gmail.com	<i>[Signature]</i>
Amie Nowell	amienowell@gmail.com	<i>[Signature]</i>
Ariel Shelton	ariel@placerlc.com	<i>[Signature]</i>
Michael Bailey	quianbailey1@yahoo.com	<i>[Signature]</i>
Cnn Long	reference10@gmail.com	<i>[Signature]</i>
Danielle McClure	danismc3@gmail.com	<i>[Signature]</i>
<i>[Signature]</i>	SHERLOCKHOMES1996@ATT.NET	<i>[Signature]</i>
John Cooney	John@studentplc.com	<i>[Signature]</i>
David Ervin	david@placerlc.com	<i>[Signature]</i>
Vinson Parker	VinsonParker@gmail.com	<i>[Signature]</i>
Christopher McClure	chris@placerlc.com	<i>[Signature]</i>

Orientation

Tuesday, August 4, 2020 -

Behavior Intervention
Review of Positive Behavior Modification system
Level system
Reinforcers
Communication
BER's

presented by: Danny Duseen - Eve Duseen - Together Behavior Solutions.

Staff Name Print

email

Staff Signature

Adam Lopez	adam@placerlc.com	AL Lopez
Eric Ewalt	erewalt87@gmail.com	Eric Ewalt
Clement Lee	inspireremedia@gmail.com	Clement Lee
Cody Allred	codyallred23@gmail.com	Cody Allred
Sai Moua	smoua84@gmail.com	Sai Moua
Rachel Smith	Rachel@placerlc.com	Rachel Smith
Elizabeth McIntyre	imelizabethmcintyre@gmail.com	Elizabeth McIntyre
Kayleigh Amabisco	Kpamabisco@gmail.com	Kayleigh Amabisco
Jarett Mansueti	Jarett.v.m@gmail.com	Jarett Mansueti
Cassie Rizzo	cassie@placerlc.com	Cassie Rizzo
Olivia Belisle	olivia.a.belisle@gmail.com	Olivia Belisle
Daniel White	danielwhite@placerlc.com	Daniel White
Randy Echler	randye@placerlc.com	Randy Echler

Location

Includes Purchase Orders dated 07/01/2020 - 08/01/2020

Board Meeting Date August 25, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P21-00265	ADVANCED DOCUMENT CONCEPTS	Independent Study Copier Maint. 20-21 SY	01-5630-1100	1,100.00
P21-00303	Tahoe Pure	Ind Study Bottled Water	01-4300-1100	334.00
Total Location				1,434.00

Location Accounting (104A)				
P21-00287	PTM Document Systems	Fiscal Services Maint. 20-21 SY	01-5621-0000	799.00

Location Accounting/Payroll (103)				
P21-00273	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	2020-21 FUEL TAXES	01-4361-0230	1,500.00
P21-00505	AMAZON.COM	Webcam for Jennifer	01-4300-3210	49.78
P21-00515	PARAGON COLLEGIATE ACADEMY	20-21 Estimated In Lieu of Property taxes-Paragon	01-8096-0000	349,648.00
P21-00516	YUBA ENVIRONMENTAL SCIENCE CHA	20-21 Est. In Lieu of Prop. taxes-Yuba Env.	01-8096-0000	212,013.00
P21-00517	MJUSD REVOLVING CASH	2020-21 REVOLVING CASH MERCHANT FEES	01-5891-0000	965.00
Total Location				564,175.78

Location After School Program (107)				
P21-00259	ADVANCED DOCUMENT CONCEPTS	STARS Office Copier Maint. 20-21 SY	01-5621-6010	200.00

Location Arboga Elementary (01)				
P21-00456	WALKER'S OFFICE SUPPLIES	Credenza	01-4410-0004	746.38

Location Browns Valley Elementary (03)				
P21-00261	ADVANCED DOCUMENT CONCEPTS	Browns Valley Service Copier Maint 20-21 SY	01-5621-0003	1,700.00
P21-00550	AMAZON.COM	WebCams (BVS)	01-4300-3210	448.06
Total Location				2,148.06

Location Business Services (106)				
P21-00244	NCSIG	Annual Premium Coverage 2020-2021	01-5450-0000	982,100.00
P21-00245	THE OMNI GROUP (TPA)	403B & 457B 2020-2021	01-5801-0000	7,733.00
P21-00246	KEENAN & ASSOCIATES	Storage Tank Renewal 20-21	01-5450-0000	2,279.76
P21-00274	FEDERAL EXPRESS CORP	FedEx for District 20-21 SY	01-5910-0000	850.00
P21-00276	HARTFORD FIRE INSURANCE CO	FLOOD INSURANCE 2020-2021 Arboga	01-5450-0000	11,550.00
P21-00300	Tahoe Pure	Bus Serv Bottled Water 20/21	01-4300-0000	600.00
P21-00347	Gibraltar Plastic	Face Shields	01-4300-7388	7,238.39

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.

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Includes Purchase Orders dated 07/01/2020 - 08/01/2020

Board Meeting Date August 25, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106) (continued)				
P21-00348	Displays2Go	Plexiglass Desk Shields	01-4300-7388	4,586.76
P21-00410	ComSites West LLC	Emergency Radio System License	01-5801-0004	5,136.00
P21-00490	THE BANK OF NEW YORK TRUST COMPANY, N.A.	2012 Refunding Certificates/Admin Fee	25-5801-9010	1,000.00
P21-00514	KINGSLEY BOGARD, LLP.	Legal Services 2020-2021	01-5830-0000	200,000.00
P21-00518	SCHOOLS INSURANCE GROUP-WC	Workers Compensation 2020-2021	77-9506-	1,035,405.00
Total Location				2,258,478.91
Location Categorical (203)				
P20-03865	Wanda Chang Shironaka	FPM Review Consultant	01-5801-3010	1,200.00
P21-00251	Follett School Solutions, Inc.	2019-20 District Destiny	01-5801-0003	200.00
P21-00252	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-5801-0004	13,096.58
P21-00253	YUBA SUTTER TRANSIT	Homeless Student Transportation	01-4300-5630	750.00
P21-00257	ADVANCED DOCUMENT CONCEPTS	Categorical Copier Maint. 20-21 SY	01-5621-0003	200.00
P21-00298	TAHOE PURE	Categorical Bottled Water 20/21	01-5621-3010	300.00
P21-00461	AMAZON.COM	Materials for Program	01-5801-0003	400.00
P21-00462	MV Learning, LLC	Materials for Professional Development	01-4300-0003	49.78
P21-00488	AMAZON.COM	iPad Cover	01-5801-5630	6,027.00
P21-00491	APPLE COMPUTER INC	Charger for iPad Pro 11inch	01-4300-0003	36.26
			01-4300-3010	25.98
Total Location				22,647.84
Location Cedar Lane Elementary (05)				
P21-00504	SMILE BUSINESS PRODUCTS, INC.	Cedar Lane Copier Rental/Overages 20-21 SY	01-5621-0003	3,100.00
P21-00552	AMAZON.COM	WebCams (CLE)	01-5630-0003	5,710.01
			01-4300-3210	298.71
Total Location				9,108.72
Location Charter Academy For Fine Arts (42)				
P20-03874	LEARNING BY DESIGN, LLC	PLC Training	09-9510-0004	35,000.00
P20-03879	APPEAL DEMOCRAT	Graduate Ad	09-9510-0000	770.00

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Location

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Board Meeting Date August 25, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P21-00351	OFFICE DEPOT B.S.D.	Calssroom Supplies	09-4300-0000	5,000.00
P21-00360	AMAZON.COM	Supplies - Mathews	09-4300-0000	1,668.62
P21-00384	EXPLORELEARNING, LLC	Gizmos Renewal	09-5310-0000	2,195.00
P21-00385	PTM DOCUMENT SYSTEMS	Report Cards	09-4300-0000	565.07
P21-00386	CDW-G COMPUTER CENTER	Admin PC	09-4410-0000	1,323.12
P21-00441	The Tree House, Inc.	Toner	09-4300-0000	9,490.17
P21-00472	DICK BLICK COMPANY	Supplies - Ap Art	09-4300-1100	2,389.24
P21-00473	Houghton Mifflin Harcourt	HS Science Curriculum	09-4100-0004	27,739.22
P21-00474	AMAZON.COM	Supplies - Photo	09-4300-1100	383.62
P21-00475	Savvas Learning Company LLC	7-8 Science Curriculum	09-4100-0004	29,593.95
P21-00510	CDW-G COMPUTER CENTER	11" Chromebooks	09-4300-0004	11,173.00
P21-00529	Savvas Learning Company LLC	APES	09-4100-0000	3,347.30
P21-00534	ACCREDITING COMMISSION FOR SCHOOLS	Membership Dues	09-5310-0000	1,070.00
Total Location				131,708.31
Location Child Development (51)				
P21-00308	AMAZON.COM	K Woods	12-4300-6105	747.45
P21-00320	AMAZON.COM	Child Development 105	12-4300-6105	155.84
P21-00359	AMAZON.COM	Kwoods Supplies	12-4300-6105	42.10
P21-00458	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	PRESCHOOL SUPPLIES	12-4300-6105	8,000.00
P21-00459	GAISER PETS	PRESCHOOL SUPPLIES	12-4300-6105	3,500.00
P21-00487	AMAZON.COM	Pre Supplies	12-4300-6105	64.92
P21-00489	AMAZON.COM	Pre Supplies	12-4300-6105	26.99
P21-00524	AMAZON.COM	Pre Supplies	12-4300-6105	119.77
P21-00533	LOVING GUIDANCE, INC	Kathy Woods	12-4300-6105	3,191.21
Total Location				15,848.28
Location Community Day School (54)				
P21-00267	ADVANCED DOCUMENT CONCEPTS	Community Day Copier Maint 20-21 SY	01-5621-0003	1,274.98
			01-5621-1100	425.02
P21-00548	AMAZON.COM	WebCams (CDS)	01-4300-3210	149.35
Total Location				1,849.35

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.

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Location

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Board Meeting Date August 25, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07)				
P21-00513	AMAZON.COM	File Boxes	01-4300-1100	1,182.63
P21-00549	AMAZON.COM	WebCams (COR)	01-4300-3210	298.71
			Total Location	1,481.34
Location Covillaud Elementary (09)				
P21-00544	AMAZON.COM	WebCams (COV)	01-4300-3210	1,145.04
Location Custodial Supervisor (206)				
P21-00247	HOME DEPOT	CUSTODIAL 2020-2021	01-4320-0000	500.00
P21-00249	SHADD JANITORIAL SUPPLY	Districtwide Custodial Supplies 2020-2021	01-4320-0000	15,000.00
P21-00250	UNION LUMBER COMPANY	Custodial 2020-2021	01-4320-0000	200.00
P21-00269	HILLYARD - SACRAMENTO	Custodial 2020-2021	01-4320-0000	2,000.00
P21-00397	HILLYARD THE CLEANING RESOURCE	Gym Floor Finishing Yuba Gardens	01-5801-0000	2,247.61
P21-00556	AMAZON.COM	Neck Gaiters	01-4320-0000	173.11
			Total Location	20,120.72
Location Dobbins Elementary (11)				
P21-00546	AMAZON.COM	WebCams (DOB)	01-4300-3210	99.57
Location Edgewater Elementary (12)				
P21-00545	AMAZON.COM	WebCams (EDG)	01-4300-3210	497.84
Location Ella Elementary (13)				
P21-00508	AMAZON.COM	WebCams (ELLA)	01-4300-3210	1,593.09
Location Facilities (66)				
P20-03860	JK Architecture Engineering	8303-Linda Pre School Portable	01-5890-0011	3,706.00
P20-03863	Kiz Construction	8197-MCAA Portable Addition	01-6220-0011	73,120.00
P21-00307	AMAZON.COM	FACE MASK FOR TRAVIS	09-6210-0004	158,000.00
P21-00439	Mid Pacific Engineering, Inc.	8197-MCAA Portable Inspections and Testing	01-4300-0000	11.80
			09-6230-0004	5,530.00
			Total Location	240,367.80
Location Foothill Intermediate (35)				

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.

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Location

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Board Meeting Date August 25, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Foothill Intermediate (35)				
P21-00301	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rental/Overages 20-21 SY	01-5621-0003	250.00
			01-5630-0003	1,536.07
P21-00312	Tim's Music	Music Instrument Service/Repair	01-5641-0004	1,846.75
			Total Location	3,632.82
Location Grounds (65)				
P21-00520	LINDA FIRE PROTECTION DISTRICT	GROUNDS/WEED ABATEMENT 2020/2021	01-5801-0000	2,510.00
Location Indian Education (108)				
P21-00254	Tahoe Pure	Bottled Water	01-4300-4510	100.00
P21-00255	WAL-MART COMMUNITY BRC	Open PO Classroom Supplies	01-4300-4511	2,000.00
P21-00256	HOME DEPOT	Open PO Classroom Supplies	01-4300-4510	250.00
P21-00260	ADVANCED DOCUMENT CONCEPTS	Indian Ed Copier Maint 20-21 SY	01-5621-4510	550.00
			Total Location	2,900.00
Location Instruction (IMC) (110)				
P21-00321	HOUGHTON MIFFLIN HARCOURT	HS Science Adoption CDS	01-4100-6300	10,907.55
P21-00322	HOUGHTON MIFFLIN HARCOURT	HS Science Adoption IS	01-4100-6300	8,339.70
P21-00323	HOUGHTON MIFFLIN HARCOURT	HS Science Adoption MHS	01-4100-6300	57,148.25
P21-00324	HOUGHTON MIFFLIN HARCOURT	HS Science Adoption LHS	01-4100-6300	100,394.69
P21-00325	HOUGHTON MIFFLIN HARCOURT	HS Science Adoption SLHS	01-4100-6300	7,091.07
P21-00327	PEARSON EDUCATION	K-8 Science Adoption ARB	01-4100-6300	54,305.02
P21-00328	PEARSON EDUCATION	K-8 Science Adoption BVS	01-4100-6300	17,048.31
P21-00329	PEARSON EDUCATION	K-8 Science Adoption CLE	01-4100-6300	60,377.04
P21-00330	PEARSON EDUCATION	K-8 Science Adoption COR	01-4100-6300	10,739.29
P21-00331	PEARSON EDUCATION	K-8 Science Adoption COV	01-4100-6300	50,601.30
P21-00332	PEARSON EDUCATION	K-8 Science Adoption DOB	01-4100-6300	4,109.08
P21-00333	PEARSON EDUCATION	K-8 Science Adoption EDG	01-4100-6300	55,587.39
P21-00334	PEARSON EDUCATION	K-8 Science Adoption ELA	01-4100-6300	64,003.20
P21-00335	PEARSON EDUCATION	K-8 Science Adoption JPE	01-4100-6300	44,353.37
P21-00336	PEARSON EDUCATION	K-8 Science Adoption KYN	01-4100-6300	73,436.97
P21-00337	PEARSON EDUCATION	K-8 Science Adoption LIN	01-4100-6300	69,853.61

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P21-00338	PEARSON EDUCATION	K-8 Science Adoption LRE	01-4100-6300	9,844.32
P21-00339	PEARSON EDUCATION	K-8 Science Adoption OLV	01-4100-6300	48,988.22
P21-00340	PEARSON EDUCATION	K-8 Science Adoption YFS	01-4100-6300	15,122.37
P21-00341	PEARSON EDUCATION	K-8 Science Adoption FHS	01-4100-6300	36,098.63
P21-00342	PEARSON EDUCATION	K-8 Science Adoption MCK	01-4100-6300	100,016.38
P21-00343	PEARSON EDUCATION	K-8 Science Adoption YGS	01-4100-6300	144,394.50
P21-00344	PEARSON EDUCATION	K-8 Science Adoption DO	01-4100-6300	32,724.58
P21-00389	Tahoe Pure	Ed Serv Bottled Water	01-4300-0000	264.00
P21-00392	OFFICE DEPOT B.S.D.	office supplies	01-4300-0000	128.16
P21-00445	Home Depot USA, Inc.	Shelving for room 114	01-4300-0000	3,204.63
P21-00468	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN	Lexia for grades 1-2	01-5801-4127	56,280.00
P21-00469	EDMENTUM	Edmentum for SLHS 2020-21	01-5801-0004	17,000.50
P21-00470	CARNEGIE LEARNING	EMC Passport for 7-12 ELA	01-5801-4127	73,440.00
P21-00471	RENAISSANCE LEARNING, INC	Renaissance MyOn for 2020-21	01-5801-4127	79,980.00
P21-00542	EDMENTUM	Edmentum for IS 2020-21	01-5801-0004	23,002.00
Total Location				1,328,784.13
Location Johnson Park Elementary (15)				
P21-00297	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN	Lexia Reading Core 5	01-5801-0003	11,900.00
P21-00317	AMAZON.COM	Office	01-4300-1100	232.32
P21-00424	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 20-21 SY	01-5621-0003	130.00
P21-00425	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 20-21 SY	01-5630-0003	1,380.19
P21-00425	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 20-21 SY	01-5621-0003	525.00
P21-00426	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 20-21 SY	01-5630-0003	1,999.92
P21-00426	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 20-21 SY	01-5621-0003	800.00
P21-00426	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 20-21 SY	01-5630-0003	2,164.91
P21-00430	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE JPE 20-21 SY	01-5621-0003	500.00
P21-00432	ROCHESTER 100 INC.	Communicator Folders/ Roche	01-4300-0003	599.16
P21-00494	AMAZON.COM	WebCam T. Pomeroy	01-4300-3210	49.78
P21-00543	AMAZON.COM	WebCams (JPE)	01-4300-3210	696.98
Total Location				20,978.26

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17)				
P21-00318	ACCO BRANDS USA LLC	KYN Maint. 20-21 SY	01-5621-1100	638.74
P21-00382	WALKER'S OFFICE SUPPLIES	Attendance Clerk Desk	01-4410-1100	588.34
P21-00422	ADVANCED DOCUMENT CONCEPTS	Kynoch Copier Rental/Maint 20-21 SY	01-5621-0003	2,000.00
			01-5630-0003	1,299.00
P21-00423	ADVANCED DOCUMENT CONCEPTS	KYN Copier Maint. 20-21 SY	01-5621-0003	6,000.00
P21-00431	RAY MORGAN COMPANY	KYN Copier Maint 20-21 SY	01-5621-0003	3,200.00
P21-00553	AMAZON.COM	WebCams (KYN)	01-4300-3210	1,095.25
P21-00561	WALKER'S OFFICE SUPPLIES	Desk Diane	01-4410-1100	588.34
Total Location				15,409.67

Location Linda Elementary (19)

P21-00493	AMAZON.COM	Webcam R. Swann	01-4300-3210	49.78
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Location Lindhurst High (43)

P20-03868	AP EXAMINATIONS	AP Testing 2019/2020	01-9510-0000	6,254.00
P20-03869	BSN SPORTS	Athletic Supplies/Basketball	01-9510-0000	993.88
P20-03875	CLEARLAKE LAVA, INC.	Athletic Supplies/Baseball	01-9510-0000	1,445.63
P21-00420	PTM Document Systems	LHS Maint. 20-21 SY	01-5621-0003	799.00
P21-00428	SMILE BUSINESS PRODUCTS, INC.	LHS Copier Rental 20-21 SY	01-5621-0003	4,506.00
			01-5630-0003	8,030.81
P21-00446	ACADEMIC INNOVATIONS	Careers Books	01-4100-0004	5,893.70
P21-00451	AMAZON.COM	Web Cam	01-4300-0000	1,493.40
P21-00452	AMAZON.COM	Technology Supplies	01-4300-0000	29.71
P21-00453	AMAZON.COM	Bottle Filler Filters	01-4300-0000	168.54
P21-00523	AMAZON.COM	LHS CTE CONST WALZ	01-4300-0004	907.14
P21-00535	OFFICE DEPOT B.S.D.	Supplies PO	01-4300-0000	6,000.00
P21-00538	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CTE CONST LHS WALZ	01-4410-0004	608.34
P21-00539	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS CTE CONST WALZ	01-4300-0004	1,000.00
P21-00540	Home Depot USA, Inc.	LHS CTE CONST WALZ	01-4300-0004	20,000.00
P21-00541	Home Depot USA, Inc.	LHS CTE CONST WALZ	01-4410-0004	10,600.33
P21-00555	AMAZON.COM	WebCams (LHS)	01-4300-3210	1,182.36

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-00558	STEM FUSE, LLC	2020-21 License - Game It Curriculum	01-5801-0004	2,000.00
P21-00688	YUBA COUNTY PROBATION DEPT	LHS PASS Contract 20/21	01-5100-0003	67,383.00
			01-5801-0003	25,000.00
			Total Location	164,295.84
Location Loma Rica Elementary (21)				
P21-00427	SMILE BUSINESS PRODUCTS, INC.	LRE Copier Rental 20-21 SY	01-5621-0003	700.00
			01-5630-0003	2,164.91
			Total Location	2,864.91
Location Maintenance (63)				
P20-03861	L & T Towing	MAINTENANCE	01-9510-8150	525.00
P20-03867	JOHNSTONE SUPPLY	MAINTENANCE	01-9510-8150	118.06
P20-03870	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Kynoch	01-9510-8150	1,192.00
P20-03871	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Ella	01-9510-8150	1,280.00
P20-03872	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Covillaud	01-9510-8150	520.00
P21-00345	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON CARROLL	20-21 Alarm Permit Fees	01-5890-8150	480.00
P21-00383	Johnson Controls, Inc.	Maintenance/MHS	01-5890-8150	2,180.00
P21-00390	AMERICAN CHILLER SERVICE INC	2020-2021 Maintenance/LHS chiller	01-5801-8150	4,030.00
P21-00391	Elite Universal Security	Maint and Trans Security	01-5801-7388	930.00
P21-00407	American Eagle Enterprises	Bleacher Inspections & Repairs	01-5801-8150	8,060.00
P21-00442	GEARY PACIFIC SUPPLY #22	Maintenance/Print Shop	01-4450-8150	5,176.61
P21-00450	AMAZON.COM	Maintenance/Facilities	01-4300-0000	199.14
P21-00464	WALKER'S OFFICE SUPPLIES	Floating Shelf	01-4300-8150	208.38
P21-00477	RIEBES AUTO SUPPLY	MAINTENANCE/2020-2021	01-4300-8150	1,700.00
P21-00486	EPLASTICS RIDEOUT PLASTICS	Plexiglas sheets	01-4300-3210	8,702.00
P21-00501	California School Inspections	MAINTENANCE	01-5801-8150	8,800.00
P21-00536	DEPARTMENT OF TOXIC SUBSTANCES CONTROL/ACCOUNTING	Maint - EPA ID & Manifest Fees/2020	01-5890-8150	500.00
P21-00537	FASTENAL	Maintenance/Olivehurst	01-4300-8150	12.60
P21-00559	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Olivehurst Room#12	01-5642-8150	4,429.97
P21-00560	CARPET II INC. DBA PREMIER FLOORS	Maintenance/McKenney Attendance Office	01-5642-8150	1,673.64
			Total Location	50,717.40

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Location Marysville High (45)				
P20-03858	AMAZON.COM	CTE A.M.E./Jimenez	01-9510-6387	43.28
P20-03859	AMAZON.COM	CTE A.M.E./Jimenez	01-4300-6387	190.50
P21-00266	ADVANCED DOCUMENT CONCEPTS	MHS-ROP & ASB Copier Maint. 20-21 SY	01-5621-0003	150.00
P21-00268	SIERRA SCHOOL EQUIPMENT CO	MHS Welding Lockers	01-6492-6387	11,925.00
P21-00290	PTM Document Systems	MHS Maint. 20-21 SY	01-5621-0003	799.00
P21-00304	RAY MORGAN COMPANY	MHS Copier Maint 20-21 SY	01-5621-0003	1,000.00
P21-00306	Container Solutions, Inc.	Rental Main Building Storage Container	01-5630-0000	2,151.99
P21-00313	TWIN CITY TROPHIES	MHS/Graduation Awards	01-4300-0000	300.00
P21-00315	CustomInk, LLC	Link Crew T-Shirts	01-4300-0004	1,009.54
P21-00437	FASTENAL	CTE Ag MECH VOLTZ	01-4300-6387	394.60
P21-00448	OFFICE DEPOT B.S.D.	Classroom Supplies 5297	01-4300-0004	500.00
Total Location				18,463.91

Location McKenney Intermediate (37)				
P20-03862	LEARNING BY DESIGN, LLC	Professional Development-Maria Nielsen	01-5801-3010	15,000.00
P21-00288	PTM Document Systems	MCK Maint. 20-21 SY	01-5621-0003	799.00
P21-00302	SMILE BUSINESS PRODUCTS, INC.	McKenney Copier Rental 20-21 SY	01-5621-0003	1,150.00
			01-5630-0003	3,545.10
P21-00547	AMAZON.COM	WebCams (MCK)	01-4300-3210	1,891.80
Total Location				22,385.90

Location Nutrition Services (73)				
P20-03866	CALIF DEPART OF EDUCATION	Commodity Proc. Inv 20SF-D2814	13-4712-5310	1,795.73
P21-00314	WILD RIVER MARKETING	Pluots for Distribution attached	13-4716-5310	560.00
P21-00326	EAST BAY RESTAURANT SUPPLY, INC.	COVID-19 Carts for Serving	13-4410-5310	14,061.18
P21-00377	ENCORE OILS	20/21 SY Kitchen Grease Trap Service	13-5641-5310	2,675.00
P21-00378	EMCOR SERVICES MESA ENERGY	Board Approved 12/17/19 Refrigeration PM Service	13-5641-5310	5,057.50
P21-00379	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	CDE Offering A 8/3-9/30, not 8/1-25 or 9/7	13-4716-5310	684.00
			13-9325-5310	1,727.10
P21-00398	GOLDEN BEAR ALARMS	Alarm Monitor Whs Cold & Dry, LIN Freezer	13-5581-5310	984.00
P21-00403	WCP Solutions	Glove-special offer	13-9326-5310	748.55
P21-00418	AMAZON.COM	Handheld counters for Meal Service	13-4300-5310	64.35

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P21-00421	EMS LINQ INC.	Meals Plus Support- Inv. C-2449 attached	13-5801-5310	4,097.50
P21-00447	AMAZON.COM	Ethernet Switch	13-4300-5310	39.21
P21-00460	GOODMAN FOODS	Commodity Order for Warehouse Inventory	13-9325-5310	12,105.00
P21-00463	AMAZON.COM	Two Webcams	13-4300-5310	99.57
P21-00481	SYSCO SACRAMENTO, INC.	Direct Order delivering 8/4/20	13-9325-5310	3,905.00
P21-00482	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9326-5310	4,741.35
P21-00483	GOLD STAR FOODS	Direct Order for Warehouse Inventory	13-9325-5310	817.50
P21-00484	AMAZON.COM	Kitchen Key Rings & Tags	13-9326-5310	994.01
P21-00485	E-Z UP	COVID-19 Expense	13-4300-5310	17.63
P21-00499	TASTY BRANDS	Commodity Order for Warehouse Inventory	13-4300-5310	2,520.93
P21-00500	SYSCO SACRAMENTO, INC.	Add to 8/4/20 Delivery	13-9325-5310	21,067.52
P21-00502	AMAZON.COM	COVID Meal Service	13-9326-5310	431.27
P21-00503	AMAZON.COM	COVID Meal Serving (2 of 2)	13-4300-5310	43.26
Total Location				79,323.32
Location Olivehurst Elementary (25)				
P21-00262	ADVANCED DOCUMENT CONCEPTS	OLV Copier Rental/Maint. 20-21 SY	01-5621-0003	2,928.60
P21-00551	AMAZON.COM	WebCams (OLV)	01-5630-0003	2,703.33
Total Location				6,826.75
Location Personnel (113)				
P20-03876	CALIFORNIA STATE UNIV, CHICO CASHIERING OFFICE	Paid Intern Fees Spring 2020 EDPI 1917	01-9510-0004	1,500.00
P21-00354	OFFICE DEPOT B.S.D.	OFFICE SUPPLIES	01-4300-0000	2,165.00
P21-00387	Target Success, Inc.	TARGET SUCCESS ANNUAL SUBSCRIPTION	01-5801-0000	5,000.00
P21-00393	STATE DEPT OF JUSTICE ACCOUNTING SERVICES	FINGERPRINT BACKGROUND RESULTS	01-5810-0000	9,500.00
P21-00394	CAPITAL LIVE SCAN	FINGER PRINT MACHINE RENTAL	01-5810-0000	6,000.00
Total Location				24,165.00
Location Print Shop (67)				
P21-00316	The Tree House, Inc.	Ink for HP DesignJet Z6800	01-4300-0000	850.20

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Print Shop (67) (continued)				
P21-00358	CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC.	HP Latex L335 Printer	01-6500-0000	19,460.53
P21-00396	Spicer's Paper, Inc.	Scrim Vinyl	01-4300-0000	536.60
P21-00400	ALPHACARD	ID Cards	01-4300-0000	1,135.00
P21-00521	CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC.	Vinyl Rolls and Ink	01-4300-3210	5,804.37
Total Location				27,786.70
Location Pupil Services (202)				
P20-03878	E3 DIAGNOSTICS ACCOUNTS RECEIVABLE	Calibrate Audiometers	01-9510-0000	415.00
P21-00355	OFFICE DEPOT B.S.D.	Health Services Open PO	01-4300-0000	2,500.00
P21-00444	OFFICE DEPOT B.S.D.	Speech Open PO	01-4300-6500	2,000.00
P21-00492	AMAZON.COM	WebCam K. Royer	01-4300-3210	49.78
P21-00498	AMAZON.COM	add'l guards, approved webcam for Kit	01-4300-3210	2,734.07
P21-00507	AMAZON.COM	Webcams Nurses/Office Staff	01-4300-3210	298.71
P21-00511	DIPIETRO & ASSOCIATES, INC.	Expiring AED replacements	01-4300-0000	427.30
P21-00525	CDW-G COMPUTER CENTER	Laptop/K. Royer	01-4410-0000	1,048.22
P21-00526	SMILE BUSINESS PRODUCTS, INC.	Copier	01-4450-0000	5,249.04
Total Location				14,722.12
Location Purchasing (104)				
P21-00258	ADVANCED DOCUMENT CONCEPTS	Purchasing Copier Maint 20-21 SY	01-5621-0000	200.00
P21-00270	ADVANCED INTEGRATED PEST MANAGEMENT	District Pest Service	01-5582-0000	27,228.00
P21-00271	APPEAL DEMOCRAT ATTN LEGAL DEPT.	Purch Legal Ads 20-21 SY	01-5890-0000	12,000.00
P21-00272	BROWNS VALLEY IRRIGATION	Oper/Water/BVS/FHS/LRE 20-21 SY	01-5530-0000	2,600.00
P21-00275	GOLDEN BEAR ALARMS	Alarm Service 2020-2021 S.Y.	01-5581-0000	26,208.00
P21-00277	INLAND BUSINESS SYSTEMS	New Teacher Support Copier Maint. 20-21 SY	01-5621-0004	250.00
P21-00278	KONE Inc.	LHS Elevator Service	01-5621-8150	4,109.88
P21-00279	KONE Inc.	MHS Elevator Service	01-5621-8150	2,112.96
P21-00280	KONE Inc.	Ella Elevator Service	01-5621-8150	3,240.00
P21-00281	MISSION LINEN & UNIFORM	Districtwide Dust Mop/Cleaning Cloth Service	01-5562-0000	30,000.00
			01-5630-0230	3,000.00
P21-00283	Oil Price Information Service	OPIS Report Subscription	01-5801-0000	1,836.00
P21-00284	PITNEY BOWES INC	Annual Service 20-21 SY	01-5621-0000	2,171.40

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P21-00285	PITNEY BOWES INC ATTN: GOVT PURCHASE ORDERS	Postage Meter Rental/Software 20-21	01-5630-0000	649.50
			01-5801-0000	504.00
P21-00286	Pitney Bowes Reserve Account	District - Postage 2020-21 SY	01-5910-0000	55,000.00
P21-00291	RECOLOGY YUBA SUTTER	Districtwide	01-5570-0000	400,000.00
P21-00292	RECOLOGY YUBA SUTTER	Maint/Grounds/WHS/MHS	01-5570-0000	4,000.00
P21-00293	VOLTAGE SPECIALISTS	Off-site Monitoring	01-5565-0000	6,720.00
P21-00294	VOLTAGE SPECIALISTS	Fire Alarm Annual Test & Inspect	01-5565-0000	31,770.00
P21-00295	SAM'S CLUB DIRECT	Membership Fee	01-5890-0000	45.00
P21-00296	Sac Ice	Ice Machine Service	01-5801-0000	1,096.40
P21-00299	VOLTAGE SPECIALISTS	Fire Sprinkler & Pump Annual Inspections	01-5565-0000	36,675.00
P21-00305	THE FIRE GUYS LLC	Fire Extinguisher Service	01-5583-0000	10,800.00
P21-00310	POSTMASTER	BULK MAIL FEE D/O 20-21 SY	01-5910-0000	26,000.00
P21-00311	POSTMASTER	ANNUAL PERMITS D/O 20-21 S.Y.	01-5910-0000	470.00
P21-00346	SCHOOL HEALTH CORPORATION	Face Masks and Thermometers	01-4300-7388	49,053.49
P21-00429	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE 20-21 SY	01-5621-0003	6,550.00
P21-00449	AMAZON.COM	Web Cam	01-4300-0000	49.78
P21-00531	WALKER'S OFFICE SUPPLIES	Sneeze Guards	01-4300-3210	12,037.40
Total Location				756,376.81
Location South Lindhurst (47)				
P21-00434	NASCO	AGRI SLHS BROWN	01-4300-7010	111.23
P21-00435	WARDS NATURAL SCIENCE	AGRI DEPT BROWN	01-4300-7010	424.58
P21-00436	NATIONAL FFA ORGANIZATION ATTN: CUSTOMER SERVICE	SLHS AG DEPT/Brown	01-4300-7010	572.69
P21-00438	CENGAGE LEARNING	Leadership Texts	01-4100-6387	1,809.23
P21-00443	Home Depot USA, Inc.	SLHS AGRI DEPT/BROWN	01-4300-7010	283.70
P21-00455	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	SLHS AGRI DEPT/BROWN	01-4300-7010	842.25
P21-00512	EDMENTUM	Edmentum - 2 hour Virtual Session	01-4300-0004	1,500.00
P21-00554	AMAZON.COM	WebCams (SLHS)	01-4300-3210	298.71
Total Location				5,842.39
Location Student Discipline/Attendance (109)				
P21-00350	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	2,200.00

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Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109) (continued)				
P21-00352	OFFICE DEPOT B.S.D.	OFFICE DEPOT	01-4300-6010	500.00
P21-00353	OFFICE DEPOT B.S.D.	OFFICE SUPPLIES (SARB)	01-4300-0000	1,000.00
P21-00405	VERIZON WIRELESS	iPhone 11 David Delaney 530-632-0095	01-4410-0000	307.74
P21-00406	VERIZON WIRELESS	iPhone 11 Christopher LaRue New Line	01-4410-0000	307.74
P21-00414	CENTER FOR EDUCATION AND EMPLOYMENT LAW	K-12 Education Law in America	01-4300-0000	159.00
P21-00433	Raptor Technologies, LLC	RAPTOR renewal	01-5801-0004	15,870.00
Total Location				20,344.48
Location Technology (102)				
P21-00349	AMAZON.COM	Chromebook repair tools	01-4300-0000	23.65
P21-00388	CDW-G COMPUTER CENTER	GoGuardian 1 Year License	01-5801-0000	35,600.00
P21-00408	AMAZON.COM	Student Label Badges	01-4300-0000	562.36
P21-00409	AMAZON.COM	Office Supplies	01-4300-0000	107.09
P21-00411	GAGGLE	Emailing Archiving	01-5801-0000	9,020.00
P21-00412	AREY JONES EDUCATIONAL	Lightspeed	01-5801-0000	49,000.00
P21-00413	OFFICE DEPOT B.S.D.	Technology Office Depot PO (20-21)	01-4300-0000	1,950.00
P21-00415	AMAZON.COM	Bar Code Scanners	01-4300-0000	353.74
P21-00417	AMAZON.COM	Plastic Folder Cover (Ramon)	01-4300-0000	16.88
P21-00419	AMAZON.COM	Flash Drives	01-4300-0000	344.13
P21-00440	CDW-G COMPUTER CENTER	Palo Alto 1 Year License	01-5801-0000	22,612.00
P21-00457	AMAZON.COM	WebCam for Ramiro	01-4300-0000	149.35
P21-00476	CDW-G COMPUTER CENTER	Epson Projector	01-5801-0000	1,746.47
P21-00478	ALPHACARD	Badge Holders and Lanyards	01-4300-0000	8,118.75
P21-00479	CDW-G COMPUTER CENTER	Chromebook Cases	01-4300-0000	96,207.19
P21-00480	CDW-G COMPUTER CENTER	Flash Drives	01-4300-0000	17,320.00
P21-00495	CDW-G COMPUTER CENTER	Chromebook Cases	01-4300-0000	38,970.00
P21-00496	VERIZON WIRELESS	Jetpack for testing	01-4300-0000	32.46
P21-00497	AMAZON.COM	Calculator	01-4300-0000	9.19
P21-00522	AMAZON.COM	Laptop Screen Replacement	01-4300-0000	51.00
P21-00528	EDCLUB, INC.	Typing Club 08/2020 - 08/2021	01-5801-0000	15,840.00
P21-00532	CDW-G COMPUTER CENTER	Admin PC	01-4410-0000	1,147.45

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Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P21-00557	AMAZON.COM	USB Duplicator	01-4410-0000	17,439.06
Total Location				316,620.77
Location Transportation (69)				
P21-00188	A-Z BUS SALES INC	TRANSPORTATION/SUPPLIES	01-4364-0230	10,000.00
P21-00189	BUSWEST	TRANSPORTATION/Parts	01-4364-0230	40,000.00
P21-00190	BUSWEST	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P21-00191	DOW LEWIS MOTORS	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P21-00192	DOW LEWIS MOTORS	TRANSPORTATION/SUPPLIES	01-4364-0230	7,000.00
P21-00193	E.T. QUALITY RV, INC	DENTAL VAN	01-5801-9014	1,000.00
P21-00194	Factory Motor Parts	TRANSPORTATION	01-4364-0230	5,000.00
P21-00195	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	TRANSPORTATION/DMV Physicals	01-5801-0230	3,000.00
P21-00196	HARVEY & SONGER	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P21-00197	HOLT OF CALIFORNIA	TRANSPORTATION/PARTS	01-4364-0230	500.00
P21-00198	HUST BROTHERS INC	TRANSPORTATION	01-4364-0230	2,000.00
P21-00199	LARRY GEWEKE FORD	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P21-00200	LARRY GEWEKE FORD	TRANSPORTATION/Parts	01-4364-0230	5,000.00
P21-00201	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	500.00
P21-00202	NORTH VALLEY DIESEL	TRANSPORTATION/REPAIRS	01-5641-0230	40,000.00
P21-00203	NORTH VALLEY DIESEL	TRANSPORTATION/PARTS	01-4364-0230	1,500.00
P21-00204	RICK BROWN'S PROPANE	TRANSPORTATION	01-4300-0230	150.00
P21-00205	RIVERVIEW INTERNATIONAL TRUCKS	TRANSPORTATION	01-4364-0230	2,500.00
P21-00206	SAFETY KLEEN CORP	SHOP PARTS WASH BASIN SERVICE	01-5801-0230	1,000.00
P21-00207	SHADD JANITORIAL SUPPLY	TRANSPORTATION	01-4300-0230	250.00
P21-00208	RAY'S GENERAL HARDWARE	TRANSPORTATION	01-4300-0230	150.00
P21-00209	THE HOSE SHOP	TRANSPORTATION	01-4364-0230	250.00
P21-00210	UNION LUMBER COMPANY	TRANSPORTATION	01-4300-0230	500.00
P21-00211	TK SERVICES (THERMO KING)	TRANSPORTATION/PARTS	01-4364-0230	5,500.00
P21-00212	VALLEY TRUCK & TRACTOR CO	TRANSPORTATION	01-5641-0230	2,500.00
P21-00213	Asbury Environmental Services	TRANSPORTATION	01-5801-0230	500.00
P21-00214	ARNE'S PAINT STORE INC.	TRANSPORTATION	01-4300-0230	500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P21-00215	H & S AUTOMOTIVE	TRANSPORTATION	01-5641-0230	500.00
P21-00216	ZEE MEDICAL COMPANY	TRANSPORTATION	01-4300-0230	250.00
P21-00217	E.T. QUALITY RV, INC	Transportation	01-4300-0230	100.00
P21-00218	L & T Towing	TRANSPORTATION	01-5801-0230	5,000.00
P21-00219	A-Z BUS SALES INC	TRANSPORTATION/SPECIAL ED	01-4300-0240	5,000.00
P21-00220	A-Z BUS SALES INC	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P21-00221	UNITY SCHOOL BUS PARTS	TRANSPORTATION/SPECIAL ED	01-4300-0240	1,000.00
P21-00222	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	TRANSPORTATION	01-5641-0230	1,000.00
P21-00223	Valley Fuel Injection & Turbo	TRANSPORTATION/REPAIRS	01-5641-0230	4,000.00
P21-00224	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/SUPPLIES	01-4364-0230	1,000.00
P21-00225	Norcal Kenworth	TRANSPORTATION/SUPPLIES	01-4364-0230	5,000.00
P21-00226	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/Repair	01-5641-0230	1,000.00
P21-00227	MID VALLEY SOUND	Speakers and supplies	01-4300-0230	500.00
P21-00228	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/SUPPLIES	01-4300-0230	250.00
P21-00229	YUBA CITY SCRAP & STEEL	TRANSPORTATION/SUPPLIES	01-4364-0230	250.00
P21-00230	SNAP-ON INC	TRANSPORTATION/SUPPLIES	01-4364-0230	500.00
P21-00231	DENNIS SCHMALL TOOLS	TRANSPORTATION/Parts	01-4364-0230	500.00
P21-00232	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	500.00
P21-00233	Cisco Air Systems, Inc,	TRANSPORTATION/REPAIR	01-5641-0230	2,500.00
P21-00234	DOVE AUTO GLASS	TRANSPORTATION	01-5641-0230	2,000.00
P21-00236	BEN TOILET RENTALS	20/21 Main Bus Garage/Transportation Department	01-5630-0230	1,500.00
P21-00237	BEN TOILET RENTALS	20/21 Challenge Shop/Transportation Department	01-5630-0230	1,100.00
P21-00238	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	Transportation Drug Screens	01-5801-0230	9,000.00
P21-00239	HOME DEPOT	TRANSPORTATION/2020/2021	01-4300-0230	100.00
P21-00240	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TRANSPORTATION/2020/2021	01-4300-0230	100.00
P21-00241	TYLER TECHNOLOGIES	Bus Navigation Systems	01-5801-0230	28,440.00
P21-00242	DEPT OF TRANSPORTATION DIST 3	Drug and Alcohol Clearinghouse	01-5801-0230	125.00
P21-00243	Cummins Inc	TRANSPORTATION/Software	01-5801-0230	833.53
P21-00282	Norcal Kenworth	TRANSPORTATION/Repairs	01-4364-0230	3,000.00

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Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P21-00309	AMADOR STAGE LINES, INC	TRANSPORTATION/CHARTER	01-5880-0230	50,000.00
P21-00356	SUTTER BUTTES COMMUNICATIONS	SERVICE AGREEMENT 20-21	01-5621-0230	6,120.00
P21-00357	Tahoe Pure	Bus Driver Breakroom Water	01-4300-0230	200.00
P21-00399	MID VALLEY SOUND	Truck 726	01-4300-0230	645.00
P21-00401	Steam Cleaners, Inc.	Custodial/repairs	01-5641-0000	2,000.00
P21-00402	THE HOSE SHOP	Custodial	01-4320-0000	500.00
P21-00416	SNAP-ON INC	TRANSPORTATION/Software	01-5801-0230	729.88
P21-00465	HILLYARD THE CLEANING RESOURCE	Hand Sanitizer for Buses	01-4300-0230	653.57
P21-00509	AMAZON.COM	Face masks	01-4300-0230	129.79
P21-00519	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION 20/21 school year	01-5801-0240	200.00
Total Location				295,526.77
Location Warehouse (71)				
P21-00361	SOUTHWEST SCHOOL & OFFICE SUPPLY	20-21 Warehouse Stock	01-9320-0000	119,779.49
P21-00362	PYRAMID SCHOOL PRODUCTS	20-21 Whs Stock	01-9320-0000	38,840.52
P21-00363	STANDARD STATIONERY SUPPLY CO	20-21 Whs Stock	01-9320-0000	729.80
P21-00364	WAXIE SACRAMENTO	20-21 Whs Stock	01-9320-0000	38,472.65
P21-00365	CASCADE SCHOOL SUPPLIES	20-21 Whs Stock	01-9320-0000	4,653.45
P21-00366	CANNON SPORTS INC.	20-21 Whs Stock	01-9320-0000	1,685.02
P21-00367	HENRY SCHEIN COMPANY	20-21 Whs Stock	01-9320-0000	1,011.40
P21-00368	J.C. NELSON SUPPLY COMPANY	20-21 Whs Stock	01-9320-0000	2,870.53
P21-00369	CLEANSMART SOLUTIONS INC	20-21 Whs Stock	01-9320-0000	10,773.82
P21-00370	RAYVERN LIGHTING SUPPLY	20-21 Whs Stock	01-9320-0000	455.43
P21-00371	Interboro Packaging	20-21 Whs Stock	01-9320-0000	29,205.85
P21-00372	UNIPAK CORP.	20-21 Whs Stock	01-9320-0000	20,118.80
P21-00373	HILLYARD THE CLEANING RESOURCE	20-21 Whs Stock	01-9320-0000	27,909.02
P21-00374	NATIONAL ART & SCHOOL SUPPLIES	20-21 Whs Stock	01-9320-0000	1,131.95
P21-00375	Liberty Paper	20-21 Whs Stock	01-9320-0000	63,832.86
P21-00376	Veritiv Operating Company	20-21 Whs Stock	01-9320-0000	903.89
P21-00380	J.C. NELSON SUPPLY COMPANY	Spray Bottles for QT3	01-4300-7388	1,253.97
P21-00381	HILLYARD THE CLEANING RESOURCE	QT3 Disinfectant	01-4300-7388	1,016.14

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P21-00395	ACCO Brands USA LLC	20-21 Whs Stock	01-9320-0000	769.79
P21-00404	K/P EDUCATIONAL SERVICE	Forms	01-9320-0000	2,077.92
P21-00454	HILLYARD THE CLEANING RESOURCE	Whs Stock 2020-21	01-9320-0000	39,916.97
P21-00466	HILLYARD THE CLEANING RESOURCE	QT3 Disinfectant	01-9320-0000	1,016.14
P21-00467	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2020-21	01-9320-0000	3,020.18
Total Location				411,445.59
Location Yuba Gardens Intermediate (39)				
P20-03864	Learning by Design, LLC	Professional Development	01-9510-3010	45,000.00
P21-00263	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 20-21 SY	01-5621-0003	1,000.00
P21-00264	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 20-21 SY	01-5621-0003	1,400.00
P21-00289	PTM Document Systems	YGS Maint. 20-21 SY	01-5621-0003	799.00
P21-00527	Savvas Learning Company LLC	ilit45	01-5801-0003	22,500.00
Total Number of POs			390	
Total Location				70,699.00
Total				6,937,122.35

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	3	16,390.50
13	Cafeteria	1	1,795.73
Total Fiscal Year 2020			18,186.23
01	Gen Fund	337	5,493,916.94
09	Chtrr Schs	17	295,238.31
12	Child Dev	9	15,848.28
13	Cafeteria	21	77,527.59
25	Cap Fac	1	1,000.00
77	PAYROLL CR	1	1,035,405.00
Total Fiscal Year 2021			6,918,936.12
Total			6,937,122.35

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PO Changes

	Fund/		Description	Change Amount
	New PO Amount	Object		
P20-03378	424,350.00	01-6170	Gen Fund/Land Impro	45,400.00
Total PO Changes				45,400.00

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	14894	72736	00
Attention Gary Cena				STANDARDIZED ACCOUNT CODE			COUNTY
Program Office Office of the Superintendent				Resource Code		Revenue Object	58
Telephone 530-741-6000				3550		8290	INDEX
Name of Grant Program Strengthening Career and Technical Education for the 21 st Century Act							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$118,481		\$118,481		July 1, 2020	June 30, 2021	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.048	V048A200005	Strengthening Career and Technical Education for the 21 st Century Act			Department of Education		
<p>I am pleased to inform you that you have been funded for the Strengthening Career and Technical Education for the 21st Century Act.</p> <p>This award is made contingent upon the availability of funds and the approval of a fully completed application. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Sarah Chambers, Associate Governmental Program Analyst Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Charlene Cowan				Job Title Education Programs Consultant			
E-mail Address CCowan@cde.ca.gov					Telephone 916-323-4747		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 2, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
Printed Name of Authorized Agent Gary Cena				Title Superintendent			
E-mail Address gcena@mjusd.com					Telephone 530-749-6101		
Signature 					Date 08/11/2020		

ORIGINAL

Grant Award Notification

GRANTEE NAME AND ADDRESS Marysville Joint Unified 1919 B Street Marysville, CA 95901 Attention Gary Cena, Superintendent Program Office Marysville Joint Unified Telephone 530-749-6102 Name of Grant Program Education for Homeless Children and Youth				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	14332	72736	00
STANDARDIZED ACCOUNT CODE STRUCTURE Resource Code: 5630 Revenue Object Code: 8290				COUNTY 58 INDEX 0510			
GRANT DETAILS		Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
		\$25,000		\$25,000		7/1/2020	9/30/21
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.196A	S196A200005	Education for Homeless Children and Youth				U.S. Department of Education	
I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please return this original , signed Grant Award Notification (AO-400) and the 2020/21 Budget Request to: Shoshannah Fuentes, Associate Governmental Program Analyst Integrated Student Support and Program Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901							
California Department of Education Contact Shoshannah Fuentes				Job Title Associate Governmental Program Analyst			
E-mail Address sfuentes@cde.ca.gov				Telephone 916-319-0384			
Signature of the State Superintendent of Public Instruction or Designee [Signature]				Date July 30, 2020			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent GaryCena				Title Superintendent			
E-mail Address gcena@mjUSD.com				Telephone 530-749-6101			
Signature [Signature]				Date 08/11/2020			

Grant Award Notification (Continued)

1. The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431 et seq.). The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities, such as professional development and technical assistance to all local homeless liaisons that are required to identify and meet the needs of homeless children and youth. The grantee is **required** to attend the annual Coordinator's Meeting. Failure to attend may result in a billing for the entire amount of grant funds advanced. The grantee must expend these funds by September 30, 2021. Carryover of EHCY funds is not allowed.

2. The grantee **must** submit five quarterly expenditure reports. Reporting period and due dates are:

Reporting Period

(Q1) July 1, 2020, through September 30, 2020
(Q2) October 1, 2020, through December 31, 2020
(Q3) January 1, 2021, through March 31, 2021
(Q4) April 1, 2021, through June 30, 2021
(Q5) July 1, 2021, through September 30, 2021 (Close-Out)

Due Date:

October 31, 2020
January 31, 2021
April 30, 2021
July 31, 2021
October 31, 2021

Failure to submit the required reports by the due dates may result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each quarterly report. The grantee cannot wait until the close of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be e-mailed to the grantees.

3. Budget changes that are more than 10 percent of the grant amount require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a 2020-21 Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 31, 2021. Please mail **all** fiscal forms to Shoshannah Fuentes at the address shown on the front of this Grant Award Notification (AO-400).
4. The CDE will disburse funds to the grantee in four payments. The initial payment of 30 percent will be disbursed after receipt of all signed AO-400s and Budget Requests. The second payment of 30 percent will be disbursed after receipt of the second quarterly expenditure report, due January 31, 2021, if the grantee shows they have spent 65 percent or more of the first payment. The third payment of 30 percent will be disbursed after receipt of the third quarterly expenditure report, if the grantee shows they have spent 65 percent of funds advanced thus far. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, due October 31, 2021.
5. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 *CFR* Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than \$100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education
Attention: Cashier's Office
P.O. Box 515006
Sacramento, CA 95851

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2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/25/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Sofia Tapia Hernandez
DELAC review date	02/20/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	http://www.mjUSD.com/District/Departments/Educational-Services/English-Learner/index.html
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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CONTRACT SERVICES AGREEMENT
Asbestos Inspections

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this date August 25, 2020 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and National Analytical Laboratories, Inc. N.A.L (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 **TERM:** This Agreement shall have a term of **308 Days** for a one-time service to be completed by June 30, 2021.

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.**(hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **Eighteen Thousand Seven Hundred Nineteen Dollars, \$18,719.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR in one lump sum within 90 days of the Work being completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all

undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The **DISTRICT** hereby designates Representative, **Travis Barnett** Director of Buildings and Grounds (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, **Terrena Tilford** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and sub consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub consultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub consultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, sub consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or sub consultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind**

coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and sub consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or sub consultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

National Analytical Laboratories, Inc. N.A.L.
2201 Francisco Drive Suite #140-261
El Dorado Hills, CA 95762
ATT: Terrena Tilford
Phone: 916.361.0540
Email: terrena@nall.com

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, Ca 95901
ATT: Travis Barnett
Director of Buildings & Grounds
Phone: 530.749.6184
Email: tbarnett@mjud.com

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

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

- 6.16CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:

By: _____
Penny Lauseng
Assistant Superintendent of Business Services

Date: _____

Contractor

By: National Analytical Laboratories, Inc. N.A.L

Name: Terrena Tilford

Date: August 25, 2020

Title: Terrena Tilford, Office Manager

Exhibit A

National Analytical Laboratories

Scope of Work:

The three-year inspections follow the Federal AHERA regulation (40 cfr 763) that mandates all school districts have their owned or leased school facility buildings inspected by a properly trained and certified asbestos inspector.

This inspection includes visually inspecting each property and having them and assessed for suspect materials found in each room of each facility as well as their condition. This gives the district solid data with which to identify materials that might pose any public relations issues regarding asbestos, and to schedule maintenance repairs.

The inspector, working in conjunction with facilities, will document and report areas that show damage or degradation and evaluate the content of asbestos, as well as assign risk to the material/area. Working with facilities, the work can be scheduled with the appropriate contractor to minimize the overall risk to the district, staff, and students.

N.A.L. will update all school binders with current documentation to be in compliance.



Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No. Q-34442
Newsela Sales Rep: Samantha Smith
Contact Email: samantha.smith@newsela.com
Offer Date: July 22, 2020
Expiration Date: September 17, 2020

To Jill Segner
Cedar Lane Elementary
841 Cedar Ln
Olivehurst, CA
95961-6698

Billing Information
Billing Frequency:
Payment Terms: Net 30
Billing Schedule:

Qty	School	Products/Services	License Dates	Line Total
1	CEDAR LANE ELEMENTARY	Newsela Essentials	09/18/20 To 09/17/21	\$4,900.00
				Contract Total \$4,900.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

Newsela

Registered Office: 620 8th Ave., 21st Fl, New York NY 10018. United States of America

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Penny Lausong

Date of Signature:

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August 04, 2020

Lexia Reading New Proposal for Cedar Lane Elementary

841 Cedar Ln., Olivehurst, CA 95961-4230

Jill Segner, jsegner@mjuds.com

Site Code: 9196-0933-0931-7808

Quote valid through October 3, 2020

Lexia Reading Core5/PowerUp Student Licenses (Minimum Success Partnership):

☒ 75 Lexia Reading licenses for one year \$3,150
TOTAL: \$ 3,150

Your SIS: AERIS
Tech Contact Name: Buda Nelson
Email: rnelson@mjuds.com

Do you use CLEVER? ☒ Yes ☐ No
Title: Principal
Phone: 530 741 1612
ext 3604

The subscription service includes:

- Access to Lexia Reading Core5, at school and at home, via browser on PC or MAC, Chromebooks, iPad2+, iPad Mini and certain Android tablets. See tech specs: <http://lexialearning.com/files/support/C5SysReq.pdf> & http://www.lexialearning.com/files/support/Core5_FAQ_android.pdf
- Access to Lexia PowerUp Literacy, at school and at home, via browser on PC or MAC, Chromebooks. See tech specs: http://www.lexialearningresources.com/PowerUp/reference/PowerUp_SysReq.pdf
- Data hosting and reporting functions at www.myLexia.com and the teacher/ administrator myLexia APP for iPhone/iPad free at the APP store. See Technical Setup for details.
- Lexia Reading scripted lesson plans, independent student worksheets and instructional connections.
- System updates, 800-line tech support; local support & implementation and On-Demand training videos.
- Please note that Lexia fully adheres to the strictest data privacy and FERPA requirements, as identified in AB1584 and SB1177. For details, please see: <http://www.lexialearning.com/privacypolicy/index.html> & <http://www.lexialearning.com/lexia-website-properties-terms-of-use>

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

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 and in USD. 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 of invoice.

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Business Services Department
Approval: PL
Date: 8/14/20



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; **unused Product licenses or Services are not eligible for refund or credit.** 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.

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**.

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

Penny Lauseng - MJUSD
Asst. Supt. of Business Services

R21-00724

010003 0 1110 1000 5801 106 2299

Goal 2 Strategy 7

109



HappyNumbers.com

HappyNumbers, Inc.

2345 Yale Street., 1st Floor
PALO ALTO CA 94306
UNITED STATES

billing@happynumbers.com

Phone: 1-800-815-1574

Fax: (650) 618-8611

Tax ID: 46-5398100

W-9 form: happynumbers.com/w9

QUOTE #6953

Quote Date: 30 Jul 2020

Expires: 31 Aug 2020

Prepared for: Jill Segner
Cedar Lane Elementary School

Item	Qty.	Price
Premium student license, valid through June 30, 2021.	100	\$ 14.50
* New customer, special 1st year offer: buy 100 student licenses, get school-wide access for all PK-5 students.		

Total: \$ 1,450.00

To accept this Quote, please sign here:

(Signature)

Ronny Lasing

(Print Name)

(Date)

Email your Purchase Order to billing@happynumbers.com (or Fax it to 650-618-8611) including this Quote and we will process it within 1 business day.

R21-00721

01 0003 0 1110 1000
5801 105 5299

110

Goal 2
Strategy 7

Business Services Department

Approval: *[Signature]*

Date: 8/14/20



5330 Reno Corporate Dr.
Reno, NV 89511

T 775.525.5757
F 775.345.3316

30 July 2020

Mr. Brian Horn
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Re: Fee Proposal
Arboga Elementary School Expansion/Conversion to a TK-8 School Project

Mr. Horn,

CORE Construction (CORE) is pleased to submit this fee proposal for the Arboga Elementary School Expansion/Conversion to a TK-8 School Project.

Please note the following assumptions and clarifications pertaining to how we have developed this proposal:

Pre-construction Fee of \$18,000 is inclusive of all time, expertise and services that CORE has to offer including coordination meetings, field explorations and investigation, virtual construction, continual estimates, subcontractor procurement and GMP preparation. CORE's philosophy is to address and mitigate as much risk as possible during the pre-construction phase to ensure a quality, on time, on budget delivery of your project that exceeds your expectations.

General Conditions costs of \$49,500 per month include costs for the following:

- | | |
|-------------------------------------|---|
| ✓ Project Management | ✓ Miscellaneous consumables |
| ✓ Site Superintendent | ✓ Labor compliance reporting software |
| ✓ Project Coordinator/Administrator | ✓ Safety equipment |
| ✓ Progress & finish photography | ✓ Temporary site facilities (office trailer/supplies/data/phone/etc.) |

We believe we can work together with MJUSD and PBK Architects to develop a phasing plan and schedule that maximizes the efficiency of the General Conditions costs while achieving MJUSD's objectives.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth Maurer".

Seth Maurer
President

111

Business Services Department

Approval: PK

Date: 8-17-20

www.coreconstruction.com
07/06/14/20

ATTACHMENT 2 – FEE PROPOSAL

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE. This Attachment 2 must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Attachment 2", labeled on the outside of the envelope and brought to the interview. Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).

The Firm proposes the following fees:

1. **Pre-construction Lump Sum Fee.** The pre-construction fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in Sections II and V of this RFP, and the attached form Preliminary Services Agreement, Attachment H to the Facilities Lease:

\$ 18,000.00 _____

2. **Lease-Leaseback Fee.** The Lease-Leaseback Fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions) that are necessary to fully complete the Project, and expressed as a percentage and shall be the same as the "Overhead and Profit" as set forth in Exhibit C to the Facilities Lease in Attachment 3 to this RFP.

\$ 462,000.00 (3.85% of estimated construction budget of \$12,000,000.00) _____

NOTE: Should the Firm try to revise the Firm's Fee in the final Construction Services Agreement so that it exceeds the percentage below, the Firm agrees and acknowledges that the District has the right to deem the Firm's proposal non-responsive, cancel the Lease-Leaseback Contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

3. **General Conditions.** The general conditions should be expressed as a monthly rate based on the construction budget, schedule, and description in Section II of the RFP. **Include a list of all general conditions the Firm requires for the Project and submit with this Attachment.** No other general conditions not provided with this Attachment shall be allowed in the Lease-Leaseback Contract.

\$ 49,500.00 _____/month

4. **Total Fee Proposal:**

~~For purposes of scoring the fee proposals, the monthly fees will be multiplied by 14~~
months to calculate the total fee for evaluation purposes and the total fee will be used to
calculate the Best Value Score. The actual Lease-Leaseback Fee and General
Conditions price for the Firm awarded the contract will be based on the final construction
budget and actual term of the Lease-Leaseback Contract.

1. Pre-construction Fee: = \$ 18,000.00

2. Lease-Leaseback Fee: 3.85 % x \$12,000,000 =
\$462,000.00

*Note: General Conditions have been calculated on the published
schedule duration of 14 months in lieu of the 8 months noted on
this fee proposal.

3. General Conditions: 14
\$ 49,500.00 /month x ~~8~~ Months = \$693,000.00

PROJECT #1 TOTAL PROPOSED FEE: [1+2+3] State the total proposed fee in
both numbers and words:

One Million One Hundred Seventy Three Thousand Dollars and 00/100 Cents

\$ 1,173,000.00

Executed this 30th day of July, 2020

CORE Construction

Company Name

Seth Maurer
Signature

Seth Maurer

Print Name

President

Title