

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Marysville Joint Unified School District Gay Todd, Superintendent 1919 B Street Marysville, CA 95901				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				20	23858	72736	00
<b>Attention</b> Patricia Bennett				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Dobbins Elementary School				<b>Resource Code</b>	<b>Revenue Object Code</b>		58
<b>Telephone</b> 530-741-6196				7210	8590		<b>INDEX</b>
<b>Name of Grant Program</b>							0656
American Indian Early Childhood Education							
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$49,416.66		\$49,416.66		7/1/2020	6/30/2021	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
<p>I am pleased to inform you that you have been funded for the FY 2020–21 American Indian Early Childhood Education Program.</p> <p>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.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Kionna Howard, Associate Governmental Program Analyst Funding Application Unit Early Learning and Care Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Kionna Howard				Associate Governmental Program Analyst			
<b>E-mail Address</b>					<b>Telephone</b>		
khoward@cde.ca.gov					916-319-1313		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					August 5, 2020		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
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.							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
Gary Cerna				Superintendent			
<b>E-mail Address</b>					<b>Telephone</b>		
gcerna@mjUSD.com					(530) 749.6102		
<b>Signature</b>					<b>Date</b>		
							

**BUDGET FORM**  
Fiscal Year 2020-21  
American Indian Early Childhood Education Program

Applicant Legal Name: <b>MARYSVILLE JOINT UNIFIED</b>		Budget Contact Name: <b>PATRICIA BENNETT</b>	
Applicant Legal Business Address: <b>1919 B STREET</b>		Budget Contact Title: <b>PROGRAM DIRECTOR</b>	
City and Zip Code: <b>MARYSVILLE, CA 95901</b>		Telephone Number: <b>530-749-6196</b>	E-mail: <b>pbennett@mjusd.k12.ca.us</b>

Expenditure Object Codes	Description (Direct Costs)	Budget Amount
1000-1999	<b>Certificated Personnel Salaries</b> Expenditures for salaries of personnel positions that require a credential or permit issued by the California Commission on Teacher Credentialing (CTC). Typical categories are the salaries for teachers, teacher substitutes, school administrators, librarians, counselors, or school nurses.	<b>\$ 0.00</b>
2000-2999	<b>Classified Personnel Salaries</b> Expenditures for salaries of personnel who provide services that do not require a credential or permit issued by the CTC. Typical categories of classified personnel are teacher assistants, business managers, clerical staff, administrators such as board members or assistant superintendents who do not have credentials, or custodians.	<b>\$30,244.88</b>
3000-3999	<b>Employee Benefits</b> Expenditures for the costs of benefits contributed by the employer as a part of the compensation package. Benefits include retirement Public Employees Retirement System or State Teachers Retirement System, Social Security and Medicare, health and welfare benefits, unemployment insurance, workers' compensation insurance, and other benefits that may be offered.	<b>\$11,611.41</b>
4000-4999	<b>Books and Supplies</b> Expenditures for books and supplies, including the costs of sales tax, freight, and inventory costs. Examples are textbooks, instructional materials, office supplies, custodial supplies, and food service supplies.	<b>\$ 583.70</b>
5000-5999	<b>Services and Other Operating Expenditures</b> Expenditures for services, rents, operating leases, maintenance contracts, dues, travel, insurance, utilities, and other operating expenses. Expenditures may be authorized by contracts agreement, purchase orders, and so on. Includes indirect costs @ 6.69%.	<b>\$ 6,976.67</b>
6000-6999	<b>Capital Outlay (Prior approval required)</b> Expenditures for equipment, equipment replacement or other approved capital outlay.	<b>\$ 0.00</b>
<b>Total Budget:</b>		<b>\$49,416.66</b>

**BUDGET NARRATIVE FORM**

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Fiscal Year 2019–20  
American Indian Early Childhood Education Program

Expenditure Object Codes	Description (Direct Costs)	Budget Amount
1000 Series	<i>List all certificated staff in this grant, including percent of full-time equivalent (FTE), rate of pay per month and/or year.</i>	
	<b>Total certificated personnel salaries</b>	<b>\$ 0.00</b>
2000 Series	<i>List all classified staff in this grant, including percentage of FTE, rate of pay per month and/or year.</i>	
	1 AIECE American Indian Supervisor @.16 FTE (20%) At YFS 2 afternoons + DOB 1 afternoon each week	\$16,753.68
	1 Para Educator at Yuba Feather Elementary @.375 FTE at 3 hours per day/per school calendar	\$13,491.20
	<b>Total classified personnel salaries</b>	<b>\$ 30,244.88</b>
3000 Series	<i>Include description and method of calculation.</i>	
	Benefits as determined by Federal and State Laws.	\$11,611.41
	<b>Total employee benefits</b>	<b>\$ 11,611.41</b>
4000 Series	<i>List textbooks, materials, and supplies separately.</i>	
	Paper, pencils, pens, markers, folders, blank dvds, Printer ink, and other miscellaneous class supplies	\$583.69
	<b>Total books and supplies</b>	<b>\$ 583.70</b>
5000 Series	<i>List rents, leases, operating leases, and repairs. N/A</i>	
	Mileage-staff travel to schools	\$ 750.00
	Point Reyes Field Trip – travel, lodging, food	\$3,128.00
	Other—District Indirect Costs @ 6.69%	\$3,098.67
	<b>Total services and other operating expenses</b>	<b>\$ 6,976.67</b>
6000 Series	<i>Equipment and equipment replacement: Prior approval required.</i>	
	<b>Total equipment and capital outlay</b>	<b>\$ 0.00</b>
	<b>Total Budget</b>	<b>\$ 49,416.66</b>

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**U.S. Department of Education  
Office of Indian Education  
American Indian Education Program  
Marysville Joint Unified School District  
Consortium Agreement 2020-2021**

Directions: The following document is required of LEA consortium applications under this grant. Consortium applicants must upload this document no later than the closing date of EASIE Part I.

For the purpose of applying for an Indian Education Formula Grant as consortium members, we, the undersigned local educational agencies (LEAs), Tribes, Indian Organizations (IOs) and/or Indian Community Based Organizations (ICBOs) agree to adhere to the requirements under 34 CFR 75.127-129 (attached). Each LEA identified in the EASIE application also certifies that it is not submitting a separate application as an individual LEA for this same grant. In addition,

**1. General Agreement:**

It is agreed that the lead consortium member LEA will be Marysville Joint Unified School District, which is designated to act on behalf of all consortium members. As a consortium member we understand that this agreement binds each member of the group to every statement and assurance made by the applicant in the application. It is also understood that any false statement provided in the application is subject to penalties under The False Claims Act, 18 U.S.C. 1001.

The applicant for the group is the grantee and is legally responsible for--

- (A) The use of all grant funds;
- (B) Ensuring that the project is carried out by the group in accordance with Federal requirements; and
- (C) Ensuring that indirect cost funds are determined as required under 34 CFR §75.564(e).

**2. Legal Responsibility**

We also understand that, as a consortium member, we are each legally bound to every statement and assurance in the application and individually responsible to—

- (A). Carry out the activities we agree to perform; and
- (B). Use the funds that we receive under the agreement in accordance with Federal requirements that apply to the grant, including the parent consultation and committee requirements below, if applicable.

**3. Parent Consultation and Committee requirements:**

A. The local program for which we seek funding ("Indian Education Formula Grant Program") was developed in open consultation, including through public hearings, with parents and family members of Indian children, representatives of Indian Tribes on Indian lands located within 50 miles of any school that the agency will serve if such Tribes have any children in such school, teachers, and if appropriate, Indian students from secondary schools, including through public hearings held to provide individuals in each member LEA a full opportunity to understand the program and to offer recommendations regarding the program.. We hold monthly Parent Committee Meetings that are open to the public. We also hold public hearings. Each provides individuals in each member LEA a full opportunity to understand the program and to offer recommendations regarding the program.

B. The Indian Education Program was developed with the participation and written approval of a Parent Committee, in accordance with section ESEA section 6114(c)(4) (20 USC 7424©(4))). The consortium is using: (Select only one option, if applicable to your applicant type.)

- ☒ 1. A single parent committee, whose members are representative of all LEAs in the consortium, either through equal or through proportionate representation. The consortium should submit one Parent Committee Approval Form.



OR

- ☐ 2. Multiple parent committees, one from each LEA in the consortium. Each LEA in the consortium must have its Parent Committee sign a Parent Committee Approval Form. The consortium should submit multiple Parent Committee Approval forms, one from each LEA in the consortium.

**4. Comprehensive Program**

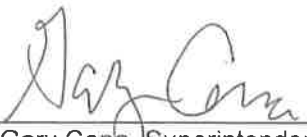
These grant funds will be used to carry out, in each member LEA, a comprehensive program for meeting the needs of Indian children, including their language and cultural needs, consistent with federal requirements (ESEA section 6115, 20 USC 7425). Below list the particular activities and services provided by this grant and the activities that each member of the group plans to perform per activities and services identified in the EASIE Part II application.

The American Indian Education Program will offer all enrolled students:

1. Academic Tutoring in Math and English Language Arts --either individually or in small groups as determined by the education program the student is enrolled in and ensuring the best interests of the student.
2. American Indian cultural activities as determined by AI Parent Committee
3. High School Credits in Fine Arts or Electives for Cultural Classes
4. Cultural Classroom presentations
5. Field trips
6. Quarterly newscards announcing program activities
7. Cultural special events and other Cultural workshops
8. Help in choosing a college or other continuing education program
9. Help in finding financial aid for college
10. Referral service for other Indian agencies, activities and events
11. Help with Tribal Ancestry and Enrollment

The Members of the Consortium will provide reports of student grades and attendance, access to student contact information, district-wide and American Indian specific graduation rates and meeting space as required.


Marysville Joint Unified School District

  
\_\_\_\_\_  
Gary Cena, Superintendent

2-24-20

\_\_\_\_\_  
Date

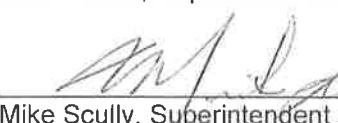
Britton Elementary School District

  
\_\_\_\_\_  
Staci Kaelin, Superintendent

2-24-20

\_\_\_\_\_  
Date

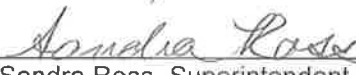
Browns Elementary School District

  
\_\_\_\_\_  
Mike Scully, Superintendent

2/24/20

\_\_\_\_\_  
Date


Camptonville Unified School District

  
\_\_\_\_\_  
Sandra Ross, Superintendent

3/2/20

\_\_\_\_\_  
Date

East Nicolaus High School District

  
\_\_\_\_\_  
Mark Beebe, Superintendent

2/24/20

\_\_\_\_\_  
Date

Live Oak Unified School District

  
\_\_\_\_\_  
Mathew Gulbrandsen, Superintendent

2/24/20

\_\_\_\_\_  
Date


Marcum Illinois School District

  
\_\_\_\_\_  
Jimmie Eggers, Superintendent

2/24/20

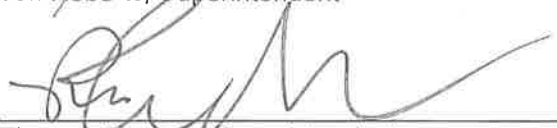
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Date

Plumas Lake Elementary School District

  
Jeff Roberts, Superintendent

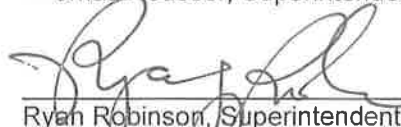
2-24-20  
Date

Sutter County Office of Education

  
Thomas Reusser, Superintendent


2-24-20  
Date

Sutter Union High District

  
Ryan Robinson, Superintendent


2-24-20  
Date

Wheatland Elementary School District

  
Craig Guensler, Superintendent

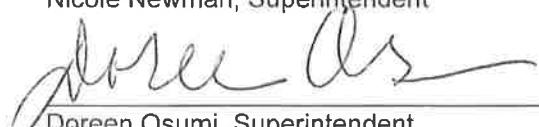
2-24-20  
Date

Wheatland High School District

  
Nicole Newman, Superintendent

2/24/2020  
Date

Yuba City Unified School District

  
Doreen Osumi, Superintendent


2/24/2020  
Date

Yuba County Office Of Education

  
Francisco Reveles, Superintendent

2-24-20  
Date

Meridian Elementary School District

  
Marty Ofenham, Superintendent

2/24/20  
Date

## Group Applications: From Code of Federal Regulations (34 CFR Part 75)

### ☐ 75.127 Eligible parties may apply as a group.

- (a) Eligible parties may apply as a group for a grant.
- (b) Depending on the program under which a group of eligible parties seeks assistance, the term used to refer to the group may vary. The list that follows contains some of the terms used to identify a group of eligible parties:
  - (1) Combination of institutions of higher education
  - (2) Consortium
  - (3) Joint applicants
  - (4) Cooperative arrangements

(Authority: 20 U.S.C. 1221e-3 and 3474)

### ☐ 75.128 Who acts as applicant; the group agreement.

- (a) If a group of eligible parties applies for a grant, the members of the group shall either:
  - (1) Designate one member of the group to apply for the grant; or
  - (2) Establish a separate, eligible legal entity to apply for the grant.
- (b) The members of the group shall enter into an agreement that:
  - (1) Details the activities that each member of the group plans to perform; and
  - (2) Binds each member of the group to every statement and assurance made by the applicant in the application.
- (c) The applicant shall submit the agreement with its application.

(Authority: 20 U.S.C. 1221e-3 and 3474)

### ☐ 75.129 Legal responsibilities of each member of the group.

- (a) If the Secretary makes a grant to a group of eligible applicants, the applicant for the group is the grantee and is legally responsible for:
  - (1) The use of all grant funds;
  - (2) Ensuring that the project is carried out by the group in accordance with Federal requirements; and
  - (3) Ensuring that indirect cost funds are determined as required under 75.564(e).
- (b) Each member of the group is legally responsible to:
  - (1) Carry out the activities it agrees to perform; and
  - (2) Use the funds that it receives under the agreement in accordance with Federal requirements that apply to the grant.

(Authority: 20 U.S.C. 1221e-3 and 3474)

**Formula Grant Electronic Application System for  
Indian Education (EASIE Allocation 1 - Initial) School Year 2020-21**

OMB #: 1810-0021 OMB Expiration Date: 02/29/2020

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Type of applicant:	LEA (Consortium Leader)
Type of application:	Regular formula grant program
Applicant name:	<b>Marysville Joint Unified School District</b>
Address:	1919 B Street
City, State, Zip	Marysville, CA 95901
Applicant DUNS Number:	100122274
Applicant NCES Number:	0624090
Applicant PR Award number:	S060A200995

Allocation 1 - Initial 2020-21 Allocation:	\$284,765
Grant award start date:	July 01, 2020 12:00 AM
Grant award end date:	June 30, 2021 12:00 AM
Application Part II version:	1.1
Total Indian student count:	1,123
Total student enrollment:	34,960

Participating LEAs:

LEA name:	Marysville Joint Unified School District
City, State:	Marysville, CA
NCES number:	0624090
Grades offered:	PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment:	10,207
Indian student count:	751
Increase of 10% or more:	N

LEA name:	Yuba County Office of Education
City, State:	Marysville, CA
NCES number:	0691048
Grades offered:	PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment:	720
Indian student count:	67
Increase of 10% or more:	N

LEA name:	Camptonville Unified
City, State:	Camptonville, CA
NCES number:	0607260
Grades offered:	PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment:	559
Indian student count:	18
Increase of 10% or more:	N

LEA name:	Plumas Elementary
City, State:	Plumas Lake, CA
NCES number:	0631180
Grades offered:	PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment:	1,367
Indian student count:	6
Increase of 10% or more:	N

LEA name: Wheatland Elementary  
City, State: Wheatland, CA  
NCES number: 0642330  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 1,393  
Indian student count: 18  
Increase of 10% or more: N

LEA name: Wheatland High District  
City, State: Wheatland, CA  
NCES number: 0642350  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 900  
Indian student count: 25  
Increase of 10% or more: N

LEA name: Sutter County Office of Education  
City, State: Yuba City, CA  
NCES number: 0691042  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 357  
Indian student count: 4  
Increase of 10% or more: N

LEA name: Britton Elementary  
City, State: Sutter, CA  
NCES number: 0606090  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 458  
Indian student count: 7  
Increase of 10% or more: N

LEA name: Browns Elementary  
City, State: Rio Oso, CA  
NCES number: 0606100  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 142  
Indian student count: 4  
Increase of 10% or more: Y

LEA name: East Nicolaus Joint Union High  
City, State: East Nicolaus, CA  
NCES number: 0611780  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 305  
Indian student count: 2  
Increase of 10% or more: N

LEA name: Live Oak Unified School District  
City, State: Live Oak, CA  
NCES number: 0622050  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 1,876  
Indian student count: 33  
Increase of 10% or more: N

LEA name: Marcum Illinois  
City, State: East Nicolaus, CA  
NCES number: 0623800  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 2,345  
Indian student count: 8  
Increase of 10% or more: N

LEA name: Meridian Elementary  
City, State: Meridian, CA  
NCES number: 0624690  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 1,019  
Indian student count: 4  
Increase of 10% or more: N

LEA name: Sutter High School District  
City, State: Sutter, CA  
NCES number: 0638610  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 750  
Indian student count: 16  
Increase of 10% or more: N

LEA name: Yuba City Unified School District  
City, State: Yuba City, CA  
NCES number: 0634480  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 12,562  
Indian student count: 160  
Increase of 10% or more: N

Application Timeframe: Multi-Year  
Current Application Cycle: Year 4 Of 4

## 2.1.5.1 Project Director and Authorized Representative Information

Applicant Demographics:		Project Director:	
Applicant Name:	Marysville Joint Unified School District	First Name:	Patricia
Address:	1919 B Street	Last Name:	Bennett
Address 2:		Phone:	5307496196 Ext:
City:	Marysville	FAX:	5307417840
State:	CA	E-Mail:	pbennett@mjud.k12.ca.us
Zip:	95901		
Applicant Identification:		Authorized Representative of the Applicant Agency:	
PR Award Number:	S060A200995	First Name:	Rocco
DUNS Number:	100122274	Last Name:	Greco
NCES Number:	0624090	Phone:	5307496138 Ext:
		FAX:	5307417840
		E-Mail:	rgreco@mjud.k12.ca.us

## 2.2 Coordination of Service

### 2.2.1 Coordination of Services with Formula Grant Programs

Programs	(a) Is this Program Available?	(b) Is this Program coordinated with Title VI Services?	Program Type
Title I	Yes	No	Federal
Homeless Child and Youth	Yes	No	Federal
Title III: English Language Acquisition	Yes	No	Federal
School Improvement Grants	No	No	Federal
Rural and Low-Income School Program	No	No	Federal
Impact Aid	No	No	Federal
Migrant Education	No	No	Federal
LCFF	Yes	No	State
Title II	Yes	No	Federal
BIA: Johnson O	Yes	Yes	Federal
AI Early Childhood Education Program	Yes	Yes	State

#### 2.2.2.1 Description of Coordination of Services for American Indian/Alaska Native Students

Our most recent Needs Assessment survey shows that increasing knowledge of cultural identity and awareness is one of the highest priorities. Culturally-responsive academic support and parent involvement are also high priorities. Title VI program works collaboratively with Johnson O'Malley and AIECE program. AIECE is very specific to academic support in the classroom for grades Pre-K-4th grades at two of the forty schools that Title VI works with. Title VI provides additional culturally-responsive academic support on a one-on-one ratio whenever possible to those two schools. JOM provides culturally-responsive academic support to eligible students. Title VI provides additional academic support on a one-on-one ratio to those students. Schools provide space for frequent contact with American Indian students where AIEP staff can provide cultural activities including language.

### 2.2.3 Coordination of Services Professional Development

Staff	Professional Development Opportunity	Content
All teachers and other school professionals	Workshops/Sessions	Cultural Awareness Education and Sensitivity
Teachers and other school professionals new to the Indian community	Workshops/Sessions	Cultural Awareness Education and Sensitivity
All teachers and other school professionals	Workshops/Sessions	Integrating Indian- specific content into the general curriculum

#### 2.2.4.1 - 2.2.4.3 Dissemination and Use of Assessment Data

Timeframe of Last Assessment(s) Conducted:	School Year: 2020-21
Method of Dissemination to Indian Community and Parent Committee	<input checked="" type="checkbox"/> Public hearing for application <input checked="" type="checkbox"/> Parent Committee meeting <input checked="" type="checkbox"/> Within a written report <input type="checkbox"/> Posted on website <input type="checkbox"/> Other open meeting <input type="checkbox"/> Sent home with student <input type="checkbox"/> Radio Broadcast <input type="checkbox"/> Newsletter
How is LEA responding to findings of previous assessment(s)?	<input checked="" type="checkbox"/> No changes in services/programs <input type="checkbox"/> Modifications to services/programs at LEA level Please describe : <input type="checkbox"/> Modification to services/programs within project Please describe :
Public Hearing Date : 6/9/2020	



### 2.2.5.1 Description of Meaningful Collaboration with Tribes

Our program is a consortium serving Yuba and Sutter public school districts. There is one Federally-recognized tribe that has been granted land in Yuba County to build a casino, Enterprise Rancheria. They have opened the casino but their offices continue to be located in Butte County. There are no Federally recognized tribes in Sutter County. We have students that are members of Cortina, Enterprise, Berry Creek and Mooretown Rancherias, all of which are within a 50-mile radius of our program. We had 4 students from Cortina, 2 students from Enterprise, 3 students from Berry Creek and 1 student from Mooretown. We collaborate with enterprise Rancheria to present workshops talking about the history of the Maldu people for our Native Peoples History Day as well as other community events. We also are in contact with Enterprise Rancheria regarding the possible curriculum they may be able to share with our teachers. We are planning to have a teacher training as soon as they complete the curriculum. We have had conversations with Cortina Rancheria. Cortina asks that we provide a student presentation at the high school level about treaties. We are currently reviewing the books he recommended. We have been in contact with a speaker to make that presentation. We have been in contact with Berry Creek Rancheria. They have suggested that we develop cultural packets that can be sent home. We hope that will come to fruition this coming year. We reach out to each of the Rancherias by letter inviting them to join us for our monthly Parent Committee Meetings. We also reach out each month by email, newscards, phone calls and all-calls informing and inviting them to participate.

## 2.3 Indian Education Project Description

### 2.3.1.1 Indian Education Formula Grant Objectives and Data Sources

Objective: Increase knowledge of cultural identity and awareness

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive professional development	Documents
Cultural enrichment	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive mentoring	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups
Indian education, including language and history	Documents
Indian education, including language and history	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Indian education, including language and history	Parent surveys, interviews, or focus groups
Indian education, including language and history	Student surveys, interviews, or focus groups
Indian education, including language and history	Teacher surveys, interviews, or focus groups
Indian education, including language and history	Administrator surveys, interviews, or focus groups

Objective: Enhance problem solving and cognitive skills development and directly support attainment of State standards

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive academic support	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Documents
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase academic achievement

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Cultural enrichment	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	State standardized test
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase parent participation

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

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Services Provided

Service	DataSource
Native Language Instruction	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive professional development	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Documents
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups

Objective: Increase Native American Language Instruction programs

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Native Language Instruction	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive professional development	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Cultural enrichment	Student portfolios
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase at-risk student support

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	State standardized test
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Student advocacy or leadership	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive mentoring	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase activities for prevention of violence, suicide and substance abuse

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive professional development	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Substance abuse prevention	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Suicide prevention	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Violence prevention	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

## 2.4 Budget

### 2.4.1.0.1 Supplemental Information

✓ By Checking this box, I will ensure that the Indian Education formula grant funds will supplement and not supplant other funding for the education of Indian children, with the goal of providing culturally-responsive education to meet the academic needs of American Indian/Alaska Native students and to assist those students in meeting State achievement standards. See FAQs for guidance and examples.

### 2.4.9 Budget Summary

Allocated Funds: \$284,765		Total Admin %: 4.9% Total Admin Funds: \$14,000 Waiver Applied For:		Budgeted Funds: \$284,765	Unbudgeted Funds: \$0
Budget Category	Status	Category Subtotal		% of Overall Allocation	
Supplemental Information	Finished	\$0		0.0%	
Personnel	Finished	\$221,905		77.9%	
Travel	Finished	\$500		0.2%	
Equipment	Finished	\$0		0.0%	
Supplies	Finished	\$5,434		1.9%	
Contractual	Finished	\$31,620		11.1%	
Other	Finished	\$7,450		2.6%	
Indirect Costs	Finished	\$17,856		6.27%	
<b>Budget Total</b>		<b>\$284,765</b>		<b>100%</b>	

### 2.4.1.1 Budget-Personnel

Type of Personnel	#	% of Time	Admin Cost	Prog. Cost	Fringe Cost	Total
Project Director						\$0
Project Coordinator	1	100%	\$5,500	\$74,261	\$36,452	\$116,213
Other:						\$0
Cultural Resource Specialists	9	31%		\$45,873	\$5,431	\$51,304
Reading/Math Coaches or Specialists	10	12%		\$9,250	\$1,200	\$10,450
Support: Clerical or Secretarial	1	50%	\$8,500	\$11,240	\$17,165	\$36,905
Teachers	1	2%		\$1,980	\$434	\$2,414
Teachers	1	4%		\$4,146	\$473	\$4,619
<b>Category Totals</b>	<b>23</b>		<b>\$14,000</b>	<b>\$146,750</b>	<b>\$61,155</b>	<b>\$221,905</b>

### 2.4.2.1 Budget-Travel

Type of Travel	Admin Cost	Program Cost	Totals
In-District		\$500	\$500
Out of District			\$0
Professional Development			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$500</b>	<b>\$500</b>

### 2.4.3.1 Budget-Equipment

Item	Admin Cost	Program Cost	Totals
			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

#### 2.4.4.1 Budget-Supplies

Item	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$2,934	\$2,934
Student Consumables		\$2,500	\$2,500
Program Management			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$5,434</b>	<b>\$5,434</b>

#### 2.4.5.1 Budget-Contractual

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$31,620	\$31,620
Student Evaluations			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$31,620</b>	<b>\$31,620</b>

#### 2.4.6.1 Budget-Other

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$2,400	\$2,400
Student Activities Related to Services		\$5,050	\$5,050
Professional Development			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$7,450</b>	<b>\$7,450</b>

#### 2.4.7.1 Budget-Indirect Costs

Rate %	Total
6.00%	\$17,856

## 2.6 GEPA Section 427

This project is designed to give access to any of the proposed activities by students, parents, and school staff regardless of gender, age, race, color, national origin or disability. The proposed project has the following aims. Step One: Determine if there is a barrier to participation in program activities. Examples of barrier may be gender, race, national origin, color, age or disability. Step Two: Determine if there is any District or public entity that can address the barrier. Step Three: Ask the District or public entity to address the barrier. Step Four: If there is no District or public entity that can address the barrier, then program will try to find a way to address barrier. We will ensure that we accommodate students, parents or staff to be able to participate in program activities that they choose to participate in. For example, when choosing facilities to hold activities, we will make sure that the facilities will accommodate every individual. Another example, if there is a child, parent or staff member on crutches, we will have extra staff members or volunteers available to assist.

## 2.7 Comments

None noted

## Application Correspondence

OIE Comments on version 1.1		
Date	OIE Staff Name:	Comment
Applicant Reply		
Date	Applicant Staff Name:	Reply
OIE Comments on version 1.0		
Date	OIE Staff Name:	Comment
6/15/2020 7:36:15 PM	Wanda Lee	Wanda Lee, June 15, 2020 7:36 PM; Indian Parent Committee Form: Identify Elder's family role.
Applicant Reply		
Date	Applicant Staff Name:	Reply
6/16/2020 1:29:25 PM	Patricia Bennett	Patricia Bennett, June 16, 2020 1:26 PM; There are two elders that signed our Parent Committee Approval form. One, Pam Furhrman, is also a grandparent to a child in Marysville Joint Unified School District. The other elder, Don Elder, is a former parent and currently a community member. Do you want us to clarify that on the PCA form and upload again?



☒ I, the legal authorized representative, have read both program assurance forms, Standard Form 424B Assurances – Non-Construction Programs and Additional Program Assurances for 84.060–Indian Education Formula Grants, and agree to their provisions. NOTE: You do not need to sign and mail-in program assurances to the program office. Checking the checkbox is equivalent to a signature. You should keep a signed copy on file for your project records.

☒ All of the required student forms (ED 506 Forms) are on file with the LEA and will be provided to the Office of Indian Education upon request.

☒ I certify that the Parent Committee participated in the development of the application submitted and approves the proposed application. I have uploaded the Parent Committee Approval form and a Consortium Agreement signed by all members of our consortium.

☒ I certify that I am an employee authorized to legally bind this entity, and that by accepting the award for the Indian Education Formula Grant Program, this grantee will comply with all program assurances, agrees to carry out the program and meet all applicable requirements described herein. I certify that, to the best of my knowledge, the information in this application is true, reliable, and valid and I understand that any false statement provided herein that I have made is subject to penalties under The False Claims Act, 18 U.S.C. 1001.

Certified By: Patricia Bennett  
Certified Date: Tuesday, June 16, 2020, 1:30:18 PM

Applicant Contact Name: Patricia Bennett  
Applicant Contact E-mail: pbennett@mjud.k12.ca.us  
Applicant Contact Title: Project Director  
Applicant Contact Telephone: (530) 749-6196

User 1: Bao Yang  
E-mail: byang@mjud.k12.ca.us  
Title: Secretary

User 2: Patricia Bennett  
E-mail: pbennett@mjud.k12.ca.us  
Title: Project Director

User 3: Rocco Greco  
E-mail: rgreco@mjud.k12.ca.us  
Title: Business Manager

If you have any questions regarding your SY 2020-21 EASIE Formula Grant application or need to report changes of EASIE system users for your LEA prior to the close of the application submission, review, and approval period (approximately July 1, 2020), please contact the Partner Support Center. PSC is available between 8:00 a.m. and 6:00 p.m., Eastern Time. PSC is closed on federal holidays.

EDFacts Partner Support Center (PSC)  
Voice: 877-457-3336 (877-HLP-EDEN)  
Fax: 888-329-3336 (888-FAX-EDEN)  
E-mail: eden\_OIE@ed.gov

Hearing impaired persons may contact the Partner Support Center via the Federal Relay Service: 800-877-0996 (Voice/TTY) / [federalrelay@sprint.com](mailto:federalrelay@sprint.com).

If you have questions or need to make changes to SY 2019-20 or prior grants or need information after July 1, 2020, please contact the Office of Indian Education.

Office of Indian Education  
Telephone: 202-260-1454  
E-mail: [Indian.education@ed.gov](mailto:Indian.education@ed.gov)

**Title VI Indian Education  
INDIAN PARENT COMMITTEE APPROVAL FORM  
for Formula Grants to Local Educational Agencies (LEAs)**

LEA Name: MARYSVILLE JOINT UNIFIED

PR Award #: S060A20 0995

City/State/Zip MARYSVILLE, CA 95901

This certifies that the Parent Committee for the above entity has participated in the development of the application for Title VI funds and approves the proposed project.

Instructions: The written approval of the parent committee must be obtained before EASIE Part II closes and must be uploaded within the EASIE system. Reminder: The Parent Committee Approval Forms must be signed by a majority of whose members are parents and family members of Indian children. *For more information about Indian Parent Committees, see the Part I and Part II FAQs.*

**Note:** Only Indian parent committee members' signatures, titles and date are required and signatures of any others in attendance at the open meeting should not sign this form. Suggested Parent Committee titles could be parent, grandparent, family member, teacher (not paid by Title VI), high school student or tribal representative.

<u>Cherie Baker</u> Name	<u>Parent</u> Title
<u>Tiffany B...</u> Name	<u>Parent</u> Title
<u>[Signature]</u> Name	<u>GRANDPARENT</u> Title
<u>Pamela F...</u> Name	<u>Elder</u> Title
<u>Matthew T...</u> Name	<u>Student rep</u> Title

<u>Marysville Joint</u> LEA Name (if in a consortium)	<u>6-12-2020</u> Date
<u>Browns School</u> LEA Name (if in a consortium)	<u>6/11/2020</u> Date
<u>MARYSVILLE JOINT</u> LEA Name (if in a consortium)	<u>6/11/2020</u> Date
<u>MJSUD</u> LEA Name (if in a consortium)	<u>6/11/2020</u> Date
<u>MJSUD</u> LEA Name (if in a consortium)	<u>6/11/2020</u> Date

Check the type of application submitted. Check only one box.

- ☒ **Regular formula grant project:** The application submitted is for a regular formula grant project.
- ☐ **Title I schoolwide program:** The application submitted will include project funds in a Title I schoolwide program. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for Indian students. The Parent Committee determined that including project funds within a Title I schoolwide program will not diminish the availability of culturally-related activities for Indian students. The Parent Committee has determined that the program will directly enhance the educational experience of Indian students.
- ☐ **Integration of Services under Section 6116:** The application submitted will consolidate Federal programs funded for the purpose of providing education related services to Indian students. The Federal funds identified within the budget to be consolidated are those that are allocated under a statutory or administrative formula for the purposes of providing education and related services that would be used for Indian students.

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<u>Vickie MacMillen</u> Name	<u>Parent</u> Title
<u>Vickie MacMillen</u> Name	<u>Parent</u> Title
<u>Michelle Cooper</u> Name	<u>Parent</u> Title
<u>Steven smilex</u> Name	<u>Student</u> Title
<u>Lisa Penaske</u> Name	<u>Parent</u> Title

<u>Plumas Lake</u> LEA Name (if in a consortium)	<u>6/12/20</u> Date
<u>Live Oak</u> LEA Name (if in a consortium)	<u>6/12/20</u> Date
<u>East Nicolaus</u> LEA Name (if in a consortium)	<u>6-10-20</u> Date
<u>MJUSD</u> LEA Name (if in a consortium)	<u>6/11/20</u> Date
<u>WUHS</u> LEA Name (if in a consortium)	<u>6/11/20</u> Date

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Nelissa Rose Bennett Parent  
Name Title

Aaron Marques Parent  
Name Title

LORREE WALLENDER Teacher  
Name Title

Natalie Lambert Parent  
Name Title

Donnell Elder Jr Elder  
Name Title

Camptonville CORE 6-11-20  
LEA Name (if in a consortium) Date

SCOE 6-12-20  
LEA Name (if in a consortium) Date

06/12/20  
LEA Name (if in a consortium) Date

YCUSD 10/12/20  
LEA Name (if in a consortium) Date

6/12/20  
LEA Name (if in a consortium) Date

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Mariesa Rose  
Name  
Parent  
Title

MAJUSD  
LEA Name (if in a consortium)  
6-11-20  
Date

Lisa Penaska  
Name  
Parent  
Title

Wheatland El  
LEA Name (if in a consortium)  
6/11/20  
Date

Harmony Lafromboise  
Name  
Parent  
Title

MJUSD  
LEA Name (if in a consortium)  
6/11/20  
Date

Julie Hickox  
Name  
Parent  
Title

MJUSD  
LEA Name (if in a consortium)  
6-11-20  
Date

Bernice Stark  
Name  
G. Parent  
Title

MJUSD  
LEA Name (if in a consortium)  
6-11-20  
Date

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<u>Jemine Creek</u>	<u>Parent</u>
Name	Title
<u>Jennel Shinn</u>	<u>Parent</u>
Name	Title
<u>Kathleen Shaw</u>	<u>Parent</u>
Name	Title
<u>Kathleen Shaw</u>	<u>Teacher</u>
Name	Title
<u>[Signature]</u>	<u>Parent</u>
Name	Title

<u>YPCUSD</u>	<u>6-12-2020</u>
LEA Name (if in a consortium)	Date
<u>Maricopa</u>	<u>6-12-2020</u>
LEA Name (if in a consortium)	Date
<u>Pine Oak</u>	<u>6-12-2020</u>
LEA Name (if in a consortium)	Date
<u>[Signature]</u>	<u>6-12-2020</u>
LEA Name (if in a consortium)	Date
<u>Pine Oak</u>	<u>6-12-2020</u>
LEA Name (if in a consortium)	Date

Check the type of application submitted. Check only one box.

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<u>Teya L. Ban</u>	<u>Parent</u>	<u>Brittan</u>	<u>6-12-2020</u>
Name	Title	LEA Name (if in a consortium)	Date
<u>Teya L. Ban</u>	<u>Parent</u>	<u>Sutter</u>	<u>6-12-2020</u>
Name	Title	LEA Name (if in a consortium)	Date
<u>Derril Hedrick</u>	<u>Parent</u>	<u>Meridian</u>	<u>6/12/20</u>
Name	Title	LEA Name (if in a consortium)	Date
_____	_____	_____	_____
Name	Title	LEA Name (if in a consortium)	Date
_____	_____	_____	_____
Name	Title	LEA Name (if in a consortium)	Date

Check the type of application submitted. Check only one box.

- ☒ **Regular formula grant project:** The application submitted is for a regular formula grant project.
- ☐ **Title I schoolwide program:** The application submitted will include project funds in a Title I schoolwide program. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for Indian students. The Parent Committee determined that including project funds within a Title I schoolwide program will not diminish the availability of culturally-related activities for Indian students. The Parent Committee has determined that the program will directly enhance the educational experience of Indian students.
- ☐ **Integration of Services under Section 6116:** The application submitted will consolidate Federal programs funded for the purpose of providing education related services to Indian students. The Federal funds identified within the budget to be consolidated are those that are allocated under a statutory or administrative formula for the purposes of providing education and related services that would be used for Indian students.

# RENAISSANCE®

Quote  
# 2387317

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

## Marysville Joint Unified School District - 288097

Reference ID: 489109

1919 B St

Marysville, CA 95901-3731

Contact: Amy Stratton - (530) 741-6000

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

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$7,860.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$7,860.00</b>

### This quote includes: Renaissance Star 360.

By signing below, you


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

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

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

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

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

Renaissance Learning, Inc.	Marysville Joint Unified School District - 288097
	By:
Name: Ted Wolf	Name: Penny Lauser
Title: VP - Corporate Controller	Title: ASST. Supt. of Business Services
Date: 08/21/2020	Date:
	Invoice Date:

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

If changes are necessary, or additional information is required, please contact your account executive Paul Ackerman at (866)560-3913, Thank You.

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

Business Services Department  
Approval: PR  
Date: 8-31-20

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

This quote is valid until 09/20/2020. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

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

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

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

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

# RENAISSANCE®

Quote  
# 2387317

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

Quote Details				
Lindhurst High School - 288460				
Products & Services	Subscription Period	Quantity	Unit Price	Total
<b>Renaissance Applications</b>				
Star 360 Subscription	08/01/2020 - 06/30/2021	600	\$13.10	\$7,860.00
<b>Professional Services</b>				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
<b>Lindhurst High School Total</b>			<b>USD \$7,860.00</b>	

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Date: 8/25/2020  
Order Number: Q-275474  
Revision: 1  
Order Form Expiration Date: 11/11/2020

#### ORDER FORM

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

#### Customer and Billing Address

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

#### Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Exact Path Silver Onboarding Package	1	8/13/2020	8/12/2021	12
Exact Path - Math Library - Program License	400	8/13/2020	8/12/2021	12

Subtotal:	\$12,400.00
Estimated Tax:	\$0.00
Total US Funds:	\$12,400.00

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

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

#### Invoicing and Payment Terms

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

#### Terms and Conditions

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

#### Purchase Order

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

#### Acceptance

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

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)



edmentum™



Business Services Department

Approval: IL

Date: 8.31.20



Date: 8/25/2020  
Order Number: Q-275474  
Revision: 1  
Order Form Expiration Date: 11/11/2020

ORDER FORM

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

Customer Signature:

Name (Printed or Typed): Penny Lauson  
Title: Asst. Spt. of Business Services  
Date:

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)



edmentum™





Pearson

## QUOTE / PROFORMA

### Customer Bill-to:

MARYSVILLE JOINT USD  
1919 B ST  
MARYSVILLE CA, 95901-3731

### Attention:

### Customer Ship-to:

MARYSVILLE JOINT USD  
1919 B ST  
MARYSVILLE CA, 95901-3731

### Attention:

### NCS Pearson, Inc.

P.O Box 599700,  
San Antonio, TX 78259  
Tel: 800-627-7271  
Tax ID No:  
41-0850527

### Quote/Proforma Number :

90909

### Date :

25-AUG-2020

### Customer Account# :

3908881

### Sales Order Number :

90909

### Customer PO# :

90909

### Currency :

USD

### Shipment Terms :

Paid

### Customer Tax Number :

### Number of Pages :

Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN QUOTE/PROFORMA IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

<b>Total Ordered Quantity (No. Of Items)</b>	:	120
<b>Other Charges</b>	:	USD \$0.00
<b>Net Amount</b>	:	USD \$1,125.00
<b>Tax Total</b>	:	USD \$0.00
<b>Quote/Proforma Total</b>	:	USD \$1,125.00
<b>Amount Due</b>	:	USD \$1,125.00

### REMITTANCE INFORMATION

#### Make Checks Payable to:

13036 COLLECTION CENTER DRIVE  
CHICAGO  
60693

#### Bank Wire to:

Bank of America N A  
071000039  
A/C No: 8188105388  
ABA : 071000039

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Business Services Department

Approval: *PL*

Date: *8-31-20*

Quote/Proforma Number: 90909		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
9781402947056IB	TELL - 1 year Bundled Assessments Install Base	60	0.00	NET	0.00	\$0.00
9781402947056	TELL - 1 year Bundled Assessments	60	18.75	NET	0.00	\$1,125.00

\*\*\* IMPORTANT CUSTOMER MESSAGES \*\*\*

QUOTE/PROFORMA TOTALS		Subtotal	Total Other Charges	Total Tax	Total Due
		USD	USD	USD	USD
		\$1,125.00	\$0.00	\$0.00	\$1,125.00

Terms And Conditions

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>

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Penny Lauseng-MJUSD  
Asst. Supt of Business Services



August 04, 2020

### Lexia Reading New Proposal for Ella Elementary School

4850 Olivehurst Avenue, Olivehurst, CA 95961  
Jennifer McAdam, jmcadam@mjud.k12.ca.us  
Site Code: 9196-0933-0931-7808  
Quote valid through October 3, 2020

#### Lexia Reading Core5/PowerUp Site Subscription (includes Minimum Success Partnership)

☒ 1-year unlimited site subscription of Core5/PowerUp \$11,900

#### Lexia Reading Core5/Lexia PowerUp Site License Term License

includes Minimum Success Partnership

##### ☐ Lexia Reading Core5/Lexia PowerUp Literacy Term License3

Term License Cost, including Implementation Support & Year 1 Hosting

**TOTAL COST FOR YEAR 1**

**\$20,400**

*Important Note: With a Term License3, your school has the option to renew for \$5,400/year in Year-2 and in Year-3, including Implementation Support.*

Please confirm selection

TOTAL: \$ 11,900

Your SIS:

Aeries

Tech Contact Name:

District-Bryan Williams / Ella-Meng Xiong

Email:

bwilliams@mjud.k12.ca.us

mengx@mjud.k12.ca.us

Do you use CLEVER? ☒ Yes ☐ No

Title: B. Williams - Director Admin. Tech.

Phone: 530-749-6135

#### 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/CSSysReq.pdf> & [http://www.lexialearning.com/files/support/Core5\\_FAQ\\_android.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](http://www.lexialearningresources.com/PowerUp/reference/PowerUp_SysReq.pdf).
- Data hosting and reporting functions at [www.myLexia.com](http://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](mailto: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.**


#### 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



NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

**2020-2021**

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Business Services Department  
Approval: PL  
Date: 8-27-20

# 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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EXHIBIT A: RATES

EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT

**2020-2021**

**CONTRACT NUMBER:**

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

Specialized Education of California, Inc. d/b/a

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Sierra Upper School of Sacramento

**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 Specialized Education of California, Inc. d/b/a Sierra Upper School of Sacramento (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to

Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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



- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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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.

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 affecting 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

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

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

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

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

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

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

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

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

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

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

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.

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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**

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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**

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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

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

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

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

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

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

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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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**

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### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

#### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

## 61. INSPECTION AND AUDIT

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

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

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

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

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

## **62. RATE SCHEDULE**

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

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

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

**CONTRACTOR**

Specialized Education of California, Inc. d/b/a


Sierra Upper School of Sacramento

Nonpublic School/Agency

**LEA**

Marysville Joint Unified School District

LEA Name

By:  8/19/2020  
Signature Date

Andrea Vargas, President

Name and Title of Authorized Representative

By:  8/27/20

**Penny Lauseng - MJUSD**

Asst. Supt. of Business Services

Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Colleen Campbell, Director	Name and Title Jessica Guth, Director of Program Services
Nonpublic School/Agency/Related Service Provider Sierra Upper School of Sacramento	LEA Marysville Joint Unified School District
Address 4049 Marconi Avenue	Address 1919 B Street
City State Zip Sacramento CA 95821	City State Zip Marysville CA 95901
Phone (916) 930-6189	Phone Fax (530) 749-6171 (530) 741-7850
Email colleen.campbell@sesischools.com	Email jguth@mjud.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: Sierra Upper School of Sacramento

The CONTRACTOR CDS NUMBER: 34-67447-6157473

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

Maximum Contract Amount: \$213,890.00

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: \$175.00
- 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: \$195.00 (BEST Model)
- 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>\$130.00</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>\$130.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>          </u>	<u>          </u>
<u>Individual Counseling (510)</u>	<u>\$85.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>included in daily rate</u>	<u>          </u>
<u>Parent Counseling (520)</u>	<u>\$75.00</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>included in daily rate</u>	<u>          </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>          </u>	<u>          </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>          </u>	<u>          </u>

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

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**EXHIBIT B: 2020-2021 ISA**
**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020, or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

 Local Education Agency Marysville Joint Unified School District

 Nonpublic School Sierra Upper School of Sacramento

 LEA Case Manager: Name Adam Pitts/Jessica Guth  
(530) 749-6182

 Phone Number (530) 741-6150 x2519/

 Pupil Name [Redacted] Sex ☒ M ☐ F Grade [Redacted]

 Address [Redacted] (Last) (First) City [Redacted] (M.I.) State/Zip [Redacted]

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

 Parent/Guardian [Redacted] Phone [Redacted] (h) ( ) \_\_\_\_\_  
 Address [Redacted] (If different from student) City [Redacted] (Residence) (Business) State/Zip [Redacted]
**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 390 during the regular school year  
390 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
20 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

 A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$175.00

 Estimated Number of Days 200 x Daily Rate \$175.00 = **PROJECTED BASIC EDUCATION COSTS** \$35,000.00
**B. RELATED SERVICES:**

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



Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).		X		120 minutes/ month	Included in Daily Rate	11	Included in Daily Rate
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)		X		90 min/year	Included in Daily Rate	1	Included in Daily Rate
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							i
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

Bus Passes							
Other							

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

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 35,000.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

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

-CONTRACTOR-

-LEA/SELPA-

Sierra Upper School of Sacramento  
(Name of Nonpublic School/Agency)

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

[Signature] 8/19/2020  
(Signature) (Date)

Penny Lauseng 8.27.20  
(Signature) (Date)

Andrea Vargas, President  
(Name and Title)

**Penny Lauseng - MJUSD**  
Asst. Supt. of Business Services

**EXHIBIT B: 2020-2021 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020, or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District

Nonpublic School Sierra Upper School of Sacramento

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

Phone Number (530) 741-6150 x2519/

Pupil Name [Signature] Sex ☒ M ☐ F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)  
Address [Signature] City Marysville State/Zip CA 95969  
DOB [Signature] Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_  
Parent/Guardian [Signature] Phone (530) [Signature] (Residence) (Business)  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: 390 during the regular school year  
390 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.*
  - INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$175.00  
Estimated Number of Days 200 x Daily Rate \$175.00 = PROJECTED BASIC EDUCATION COSTS \$35,000.00

**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 minutes/day	\$25.00 /hour; \$162.50 /day	200	\$32,500.00
Language/Speech Therapy (415) a. Individual b. Group		X		30 minutes/session one session/month	\$65.00	10	\$650.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		40 minutes/yr	included in daily rate	1	included in daily rate
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)		X		30 minutes/month	included in daily rate	10	included in daily rate
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

80

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 33,150.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 68,250.00

4. Other Provisions/Attachments:  
\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

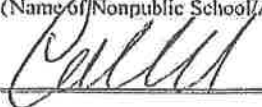
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Sierra Upper School of Sacramento  
(Name of Nonpublic School/Agency)

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

 8/19/2020

(Signature)

(Date)

Andrea Vargas, President  
(Name and Title)

 8-27-20

(Signature)

(Date)

**Penny Lauseng - MJUSD**  
Asst. Supt. of Business Services

**EXHIBIT B: 2020-2021 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

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Local Education Agency Marysville Joint Unified School District

Nonpublic School Sierra Upper School of Sacramento

LEA Case Manager: Name Adam Pitts/Jessica Guth

Phone Number (530) 741-6150 x2519 / (530) 749-6182

Pupil Name

(Last)

(First)

(M.I.)

Sex: ☒ M ☐ F Grade: 8

Address

City

State/Zip

DOB

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

Parent/Guardian

Phone \_\_\_\_\_ (Residence)

\_\_\_\_\_ (Business)

Address \_\_\_\_\_

City \_\_\_\_\_

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

(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 390 during the regular school year  
390 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
20 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$175.00

Estimated Number of Days 200 x Daily Rate \$175.00 = PROJECTED BASIC EDUCATION COSTS \$35,000.00

**B. RELATED SERVICES:**

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

Individual Counseling (510)		X		120 min/month	\$85.00/hour	11	\$1870.00
Counseling and guidance (515).		X		60 minutes/ week	Included in Daily Rate	40	Included in Daily Rate
Parent Counseling (520)							
Social Work Services (525)		X		60 minutes/month	Included in Daily Rate		Included in Daily Rate
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		30 min/week	Included in Daily Rate	40	Included in Daily Rate
Career Awareness (840)		X		90 min/year	Included in Daily Rate	1	Included in Daily Rate
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							1
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							





**EXHIBIT B: 2020-2021 ISA**

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Local Education Agency Marvsville Joint Unified School District

Nonpublic School Sierra Upper School of Sacramento

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

Phone Number (530) 741-6150 x2519/

Pupil Name Mason

Mason

Sex ☒ M ☐ F Grade: 4

Address 1355 Sutter Road  
95831

(Last)

City Yuba (M.I.)

State/Zip CA/

DOB 11/12/2005

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

Parent/Guardian Rachel Brown

Phone (530) 741-6150  
(Residence)

(530) 741-6150  
(Business)

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

City \_\_\_\_\_

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

**AGREEMENT TERMS:**

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**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		30 minutes/week	\$42.50	36	\$1530.00
Counseling and guidance (515)		X		30 minutes/week	Included in daily rate	36	Included in daily rate
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)		X		90 minutes/year	Included in daily rate	1	Included in daily rate
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		30 minutes/week	Included in daily rate	36	Included in daily rate
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 1530.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 36,530.00

4. Other Provisions/Attachments:

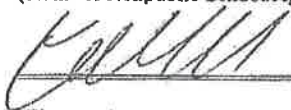
5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

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

-CONTRACTOR-

Sierra Upper School of Sacramento  
(Name of Nonpublic School/Agency)

 8/19/2020  
(Signature) (Date)

Andrea Vargas, President  
(Name and Title)

-LEA/SELPA-

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

 8-27-20  
(Signature) (Date)

**Penny Lauseng - MJUSD**  
Asst. Supt. of Business Services

**EXHIBIT B: 2020-2021 ISA**
**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

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 Local Education Agency Marvsville Joint Unified School District

 Nonpublic School Sierra Upper School of Sacramento

 LEA Case Manager: Name Adam Pitts/Jessica Guth  
(530) 749-6182

 Phone Number (530) 741-6150 x2519/

 Pupil Name [Signature] [Signature] E Sex: ☒ M ☐ F Grade:

 Address [Signature] [Signature] (Last) (First) City [Signature] (M.I.) State/Zip

 DOB [Signature] Residential Setting: ☒ Home ☐ Foster ☐ LCI # ☐ OTHER

 Parent/Guardian [Signature] Phone [Signature] (Residence) ( ) (Business)  
 Address (if different from student) City State/Zip

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 390 during the regular school year  
390 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

 A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$175.00

 Estimated Number of Days 200 x Daily Rate \$175.00 = **PROJECTED BASIC EDUCATION COSTS** \$35,000.00
**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		30 minutes/session one session/week	\$65.00/session	36	\$2340.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

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Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
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Orientation and Mobility (730)							
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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)		X		60 minutes/year	included in daily rate	1	included in daily rate
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							

Other							
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ESTIMATED MAXIMUM RELATED SERVICES COST\$ 2340.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 37,340.00

4. Other Provisions/Attachments:

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

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

-CONTRACTOR-

-LEA/SELPA-

Sierra Upper School of Sacramento  
(Name of Nonpublic School/Agency)

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

Andrea Vargas 8/19/2020

Penny Lauseng 8.27.20

(Signature)

(Date)

(Signature)

(Date)

Andrea Vargas, President  
(Name and Title)

**Penny Lauseng - MJUSD**  
Asst. Supt. of Business Services



# 2020-2021 School Calendar

<b>July 2020</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  July 10- July 24: School Closed July 27-July 31: Professional Development	<b>August 2020</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  August 3-7: Professional Development August 10: 1st Day of School	<b>September 2020</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30  September 4: Professional Development Day September 7: Labor Day	<b>October 2020</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  October 12: Professional Development Day October 14: End of first Quarter	<b>November 2020</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30  November 11: Veteran's Day November 23-27: Thanksgiving Break	August 16 September 20 October 21 November 15 December 14 January 19 February 14 March 20  April 19 May 20 June 2 180
<b>December 2020</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  December 21-January 4: Winter Break	<b>January 2021</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  January 1: Winter Break January 4: Professional Development Day January 8: End of 2nd Quarter/First Semester	<b>February 2021</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28  February 12: Professional Development Day February 15-19: President's Holiday	<b>March 2021</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  March 22: End of 3rd Quarter March 29-April 5: Spring Break	<b>April 2021</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30  April 1-5: Spring Break	
<b>May 2021</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  May 31: Memorial Day	<b>June 2021</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30  June 2: Last Day of 2nd/Last Day of Semester June 3-11: School Closed June 14: First day of ESY June 18: No School June 25: No School	<b>FIRST SEMESTER</b> Quarter One: 8/10/20 – 10/14/20 Quarter Two: 10/15/20 – 1/08/21 Semester One: 8/10/20 – 1/08/21  <b>SECOND SEMESTER</b> Quarter Three: 1/11/21 – 3/22/21 Quarter Four: 3/23/21 – 6/2/21 Semester Two: 1/11/21 – 6/2/21	Upper School hours: 8:00 am- 2:30 pm Half days: 8:00 am- 12:45 pm  Lower School Hours: 8:15am - 2:00pm Half days: 8:15 am - 12:00 pm	<b>Calendar Key</b> Minimum Days Professional Development Holidays First/Last Day of School	

Sierra School of Sacramento  
9738 Lincoln Village #100  
Sacramento, CA 95827  
916-488-2515 - Lower  
916-930-6189 - Upper



# SIERRA

## SCHOOL

Sierra Lower School of Sacramento  
Service and Fee Information  
Marysville Joint  
2020 - 2021

Specialized Academic Instruction ( <b>SE</b> )	\$175.00/day – \$30.00/hour
B.E.S.T Model Service	\$195.00/day
Behavior Intervention – Design or Planning ( <b>BID</b> )	Included in Daily Rate
Behavior Intervention - Implementation ( <b>BII</b> )	Included in Daily Rate
Behavior Intervention Services ( <b>BIS</b> )	\$100.00 per hour
Counseling and Guidance Services – Group	Included in Daily Rate
Individual Counseling ( <b>IC</b> )	\$85.00 per hour
Language and Speech Development and Remediation ( <b>LSD</b> )	\$130.00 per hour
Occupational Therapy ( <b>OT</b> )	\$130.00 per hour
Physical Therapy ( <b>PT</b> )	\$130.00 per hour
Parent Counseling and Training ( <b>PCT</b> )	\$130.00 per hour
Specially Designed Vocational Education and Career Development ( <b>VECD</b> )	Included in Daily Rate
Intensive Individual Services ( <b>1:1 Aide</b> )	\$25.00/hour
Transportation	N/A



## Sierra Upper School of Sacramento

### Service included in Daily Rate 2020 - 2021

Behavior Intervention – Design or Planning (BID)	Included in Daily Rate
Behavior Intervention - Implementation (BII)	Included in Daily Rate
Behavioral Intervention Services (BIS)	Included in Daily Rate
Counseling and Guidance – Group	Included in Daily Rate
Specially Designed Vocational Education and Career Development (VECD)	Included in Daily Rate



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

Date: March 12, 2020  
NPS ID: 34-67447-6157473  
Nonpublic School: Sierra Upper School of Sacramento  
Site Administrator: Courtney Galli  
Site Address: 9738 Lincoln Village Drive, Suite 130  
City: Sacramento CA 95827  
Grades: 7 to 12 Approved Classrooms: 7 Student Gender: Coed

**2020 CERTIFICATION STATUS:**

**CONDITIONAL** ☐ 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 June 01, 2020

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

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

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

- |   |   |  |   |                               |   |
|---|---|--|---|-------------------------------|---|
| <input type="checkbox"/> APE            | <input checked="" type="checkbox"/> BII | <input checked="" type="checkbox"/> LSDR | <input checked="" type="checkbox"/> PCT | <input 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 type="checkbox"/> PT             | <input type="checkbox"/> SW   | <input type="checkbox"/> Other Services Authorized: |
| <input checked="" type="checkbox"/> BID | <input 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.

**From:** Matthew Hill <MHill@cde.ca.gov>  
**Date:** June 3, 2020 at 3:21:49 PM PDT  
**To:** Brittany Auernig <brittany.auernig@sesischools.com>  
**Subject: Re: CDE Certification for Upper**

Sorry for the delay on my response. Please use this email as your new certification date until December 31. Once we can go back into the office I will send an updated version of your certification.

---

**From:** Brittany Auernig <brittany.auernig@sesischools.com>  
**Sent:** Wednesday, June 3, 2020 10:02:20 AM  
**To:** Matthew Hill  
**Subject:** [EXTERNAL] CDE Certification for Upper

Hello Mr. Hill,

Our certification expired May 31<sup>st</sup> for Sierra Upper School. Districts are requesting this for Master Contracts. I know you are not in the office, but any recommendations on what we can send them to let them know we are certified? Thank you

Brittany Auernig, Ed.D, Ed.S  
Executive Director  
California Region  
Specialized Education Services, Inc.  
2 Aquarium Dr. Suite 100  
Camden, NJ 08103  
(916) 220-2805 (cell)  
[brittany.auernig@sesischools.com](mailto:brittany.auernig@sesischools.com)  
[www.sesischools.com](http://www.sesischools.com)

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**Confidentiality Notice:**

This email and any attachments ("message") is intended for receipt and use only by the intended addressee(s), and may contain confidential and privileged information. If you are not an intended recipient of this email, you are hereby notified that any unauthorized use or distribution of this message is strictly prohibited, and are requested to delete this message without making any copies thereof and to contact the sender of this message immediately. Nothing contained in the body and/or header of this message is intended as a signature or intended to bind the sender or any person represented by the sender to the terms of any agreement that may be the subject of this message, except where such intent is expressly indicated.

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SPECIALIZED EDUCATION OF CALIFORNIA INC</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>SIERRA SCHOOL OF UPPER SACRAMENTO</b>	
<b>3</b> 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. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> 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.                         </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate   <input type="checkbox"/> Other (see instructions) ► _____                 </div> </div>	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2 AQUARIUM DRIVE SUITE 100</b>	<b>Requester's name and address (optional)</b>  
<b>6</b> City, state, and ZIP code <b>CAMDEN NJ 08103</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
2	2	-	3	7	1	4	6	9	9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ►	Date ► 5/29/20
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## General Instructions

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

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

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**NAME OF NPS/NPA: Sierra School Upper of Sacramento****DATE: 6/15/2020**

Use of this form or a facsimile is a mandatory requirement to process this Master Contract. All columns must be completed. Your Master Contract will not be executed if this information is not complete.

**STAFF LIST AND CLEARANCE INFORMATION**  
(Use additional sheets as necessary)

Staff Name	Sub-contractor	Full time/Part time	Job Assignment	Type of Credential/License/Registration/Degree	Expiration Date Credential/License/Registration	TB Clearance Date	DOJ Criminal History Clearance Date	STRS Retiree Y/N
Nicole Alberghini		Full	Teacher	Educational Specialist Instruction	7/16/2020	3/26/2018	3/22/2018	N
Alana Alcalá-Reeves		Full	Associate Director/Teacher	Educational Specialist Instruction	8/1/2020	11/30/2016	7/28/2014	N
Kristina Alig		Full	Teacher's Aide	N/A	N/A	12/19/2018	12/13/2018	N
Laurel Babb		Full	Administrative Assistant	N/A	N/A	3/5/2020		N
Maxwell Benigno		Full	Teacher's Aide	N/A	N/A	1/18/2020	1/14/2020	N
Vinchea Brown		Full	Teacher's Aide	N/A	N/A	9/20/2019	9/23/2019	N
Ashley Caballero		Full	Teacher's Aide	N/A	N/A	4/14/2019	4/25/2019	N
Nicholas Chaffer		Full	Teacher's Aide	N/A	N/A	8/11/2017	8/7/2017	N
Dominique Datu		Full	Teacher's Aide	N/A	N/A	5/8/2018	6/6/2019	N
Quenice Davis		Full	Teacher	Provisional Internship Permit	11/1/2020	3/4/2020	5/14/2018	N
Shedrick Dew		Full	Teacher's Aide	N/A	N/A	9/24/2018	9/21/2018	N
Laimute Druskis		Full	Teacher	Education Specialist Instruction	10/1/2022	11/2/2018	12/10/2018	N
Lincoln Dupree		Full	Associate Director	N/A	N/A	1/13/2019	8/1/2017	N

Jessica Eddy				Clinical Coordinator	Associate Marriage & Family Therapist	1/31/2021	3/18/2020	11/15/2016	N
Melissa Enamorado				Teacher/Teacher's Aide	30-Day Substitute Teaching Permit	9/1/2020	8/9/2018	7/27/2018	N
Megan Esparza				Teacher's Aide	N/A	N/A	5/12/2017	1/22/2019	N
Devon Ford				Teacher's Aide	N/A	N/A	5/13/2019	5/12/2015	N
Phillip Gallegos				Teacher	Educational Specialist Instruction	7/16/2020	12/8/2017	12/23/2019	N
Courtney Galli				Director	Education Specialist Instruction	7/1/2024	7/25/2019	8/10/2015	N
Antionette Gayfield				Teacher's Aide	N/A	N/A	4/10/2019	10/9/2019	N
Andrew Glines				Teacher	Short-Term Staff Permit	8/1/2020	2/6/2019	2/1/2019	N
Chloe Heard				Teacher's Aide	N/A	N/A	7/27/2018	3/18/2019	N
Ervin Hodges				Teacher's Aide	N/A	N/A	8/12/2017	8/9/2017	N
Aaron Horne				Clinical Coordinator	Associate Marriage and Family Therapist	1/31/2021	4/12/2018	9/13/2019	N
Jiquea Jackson				Teacher's Aide	N/A	N/A	12/10/2016	12/29/2016	N
Sharay Koen				Teacher	Short-Term Staff Permit	8/1/2020	1/26/2018	2/14/2018	N
Rosalynn Liaiga				Teacher's Aide	N/A	N/A	11/9/2017	10/18/2017	N
Steven Lopez				Teacher's Aide	N/A	N/A	7/26/2016	5/10/2017	N
Tina Manglona				Teacher	Education Specialist Instruction	7/16/2020	7/26/2019	12/13/2019	N
Sara Miner				Clinical Coordinator	Associate Marriage and Family Therapist	9/30/2021	10/8/2016	7/19/2018	N
Angelica Morgan				Teacher's Aide	N/A	N/A	3/28/2019	12/12/2019	N

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Delisha Mosley			Teacher	Education Specialist Instruction	7/16/2020	6/8/2018	9/17/2014	N
Kimnga Nguyen			Teacher	Education Specialist	7/13/2020	3/20/2017	6/2/2017	N
Hunntr Nichols			Teacher's Aide	N/A	N/A	1/31/2019	1/25/2019	N
Joan Oladapo			Teacher	Short-Term Staff Permit	8/1/2020	6/19/2019	10/11/2019	N
Fernando Ortega			Teacher's Aide	N/A	N/A	5/29/2018	5/25/2018	N
Teresa Pearson			Teacher's Aide	N/A	N/A	1/4/2019	5/30/2012	N
Ericson Porter			Transportation Coordinator	N/A	N/A	9/9/2017	5/30/2012	N
Misha Renfroe			Teacher's Aide	N/A	N/A	5/30/2020	12/7/2016	N
Mitza Reyes			Teacher's Aide	N/A	N/A	3/15/2019	10/4/2019	N
Gladys Sanchez-Derival			Transition Coordinator	N/A	N/A	5/30/2016	10/27/2016	N
Robert Stewart			Teacher's Aide	N/A	N/A	3/18/2019	3/19/2019	N
Staci Stewart			Teacher's Aide	N/A	N/A	1/16/2019	12/6/2019	N
Princess Tamboboy			Teacher's Aide	N/A	N/A	10/2/2017	9/27/2018	N
Niguel Taylor			Teacher's Aide	N/A	N/A	10/15/2016	10/12/2016	N
Rachel Turner			Teacher's Aide	N/A	N/A	9/13/2018	2/8/2019	N
Albert Vue			Teacher's Aide	N/A	N/A	5/13/2016	5/10/2016	N
Vena Whitehurst			IEP Coordinator	N/A	N/A	6/13/2018	1/11/2009	N
Stacey Williams			Transition Coordinator	N/A	N/A	6/16/2019	11/21/2016	N

Last Name: ALBERGHINI

First Name: NICOLE

Middle Name:

Last Known County of Employment:

Fingerprint Status: Complete: No Action Required

Adverse and Commission Action Indicator:

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Special Grade
200025737	Certificate of Clearance		Valid	9/27/2019	10/1/2024	9/27/2019		
> W20000239	Education Specialist Instruction Credential	Waiver	Valid	9/27/2019	7/16/2020	9/27/2019		

Authorization/Subjects

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



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# California Commission on Teacher Credentialing

By virtue of the authority vested in the Commission on Teacher Credentialing and in recognition of preparation for service in California Public schools

**ALANA ALCALA-REEVES**

is hereby awarded the

30-Day Substitute Teaching Permit

together with all the rights, privileges, and responsibilities appertaining thereto.

valid: 08/01/2019 to 08/01/2020

*Jim Hearn*

Jim Hearn

Chair, Commission on  
Teacher Credentialing



*Mary Vixie Sandy*

Mary Vixie Sandy

Executive Director,  
Commission on Teacher  
Credentialing

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: DAVIS

First Name: QUENICE

Middle Name: IRALYNN

**Document Information:**

Document Number: 200033357

Document Title: Provisional Internship Permit

Term:

Status: Valid

Issue Date: 10/12/2019

Expiration Date: 11/1/2020

Original Issue Date: 10/12/2019

Grade:

Special Grade:

SB1969 (Title 5 §80487):

**Authorization / Subjects**

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

Employment Restrictions

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

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Last Name: DRUSKIS

Fingerprint Status: Incomplete: Action Required

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

First Name: LAIMUTE

Adverse and Commission Action Indicator:

Middle Name: E.

Last Known County of Employment:

Document Number	Status	Document Title	Term	Original Issue Date	Issue Date	Expiration Date	Grade
> 170167903	Valid	Education Specialist Instruction Credential	Level II		10/1/2017	10/1/2022	
170167904	Valid	30-Day Substitute Teaching Permit	Emergency	12/1/2006	7/31/2017	8/1/2018	
123150956	Valid	Education Specialist Instruction Credential	Level II		9/1/2012	10/1/2017	
110162301	Valid	30-Day Substitute Teaching Permit	Emergency	12/1/2006	9/7/2011	10/1/2012	
110194267	Valid	District Intern Credential		8/12/2008	9/19/2011	10/1/2012	
081107338	Valid	District Intern Credential		8/12/2008	8/12/2008	9/1/2011	
090081368	Valid	District Intern Credential		8/12/2008	12/1/2008	9/1/2011	
101132511	Valid	District Intern Credential		8/12/2008	2/1/2010	9/1/2011	
080079511	Valid	30-Day Substitute Teaching Permit	Emergency	12/1/2006	3/27/2008	4/1/2009	
070174079	Valid	30-Day Substitute Teaching Permit	Emergency	12/1/2006	12/1/2006	1/1/2008	

## Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Ma
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 Special Education Support to individuals with a primary disability of autism, moderate/severe intellectual disabilities, MS	NONE		MA
> R3MS	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.		Moderate/Severe Disabilities	MA

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STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



Board of Behavioral Sciences  
1625 N. Market Blvd. Suite S-200  
Sacramento, CA 95834  
(916) 574-7830

## ASSOCIATE MARRIAGE AND FAMILY THERAPIST

Registration No. AMFT104141

Certificate No. 239555

Valid Until: 01/31/2021

JESSICA MARIE EDDY  
2331 SAINT MARKS WAY  
SACRAMENTO, CA 95864-0626

In accordance with the provisions of Division  
2 Chapter 13 of the Business and Professions  
Code, the person named hereon is registered  
as an Associate Marriage and Family  
Therapist

----- NON-TRANSFERABLE -----

----- POST IN PUBLIC VIEW -----

2001.CERT4.11

Fingerprint Status: Complete: No Action Required

Last Name: ENAMORADO MELGAR  
First Name: MELISSA  
Middle Name: YAMILETH  
Last Known County of Employment:

Adverse and Commission Action Indicator:

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Recom
190234785	Certificate of Clearance		Valid	8/28/2019	9/1/2024	8/28/2019	
W19002115	30-Day Substitute Teaching Permit	Waiver	Valid	8/28/2019	9/1/2020	8/28/2019	

Authorization/Subjects

Authorization Description	Authorization Code	Subject Code	Subject Description	Major/ Minor	Added A
➤ 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. Service is limited to the employing agency listed, provided the employing agency has a statement of need on file for the school year.	P30B	NONE		MAJ	

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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: GALLEGOS  
First Name: PHILLIP  
Middle Name:

## Document Information:

Document Number: W20000353  
Document Title: Education Specialist Instruction Credential  
Term: Waiver  
Status: Valid  
Issue Date: 1/8/2020  
Expiration Date: 7/16/2020  
Original Issue Date:  
Grade:  
Special Grade:  
SB1969 (Title 5 §80487):

## Authorization / Subjects

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

➤ R3MM

MM

Mild/Moderate Disabilities

AAAS

The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential.

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

ELAE

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**

**Additior**

## Employment Restrictions

**Organization Type**

**Organization**

**County**

➤ NPS/NPA

SIERRA SCHOOL AT MARCONI

SACRAMENTO COUNTY OFFICE OF EDUCA

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

Last Name: GALLI  
First Name: COURTNEY  
Middle Name: J

Last Known County of Employment: [Redacted]

Adverse and Commission Actions Indicator:

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

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Special Grade	Grade	Original Issue Date
> 190176729	Education Specialist Instruction Credential	Clear	Valid	6/9/2019	7/1/2024			
170179743	Education Specialist Instruction Credential	Preliminary	Valid	8/1/2017	9/1/2022			
160180066	Certificate of Clearance		Valid	8/30/2016	9/1/2021			8/30/2016

Authorization/Subjects

Authorization Description

Authorization Code

Subject Code

Subject Description

Major/ Minor

Added Authoriz

110

➤ The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism across the continuum of special education program options at the grade and age levels authorized by the prerequisite credential. The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.

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.

## Renewal Requirements

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

### Renewal Code Additional Description

➤ R20 To 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



Board of Behavioral Sciences  
1625 N. Market Blvd. Suite S-200  
Sacramento, CA 95834  
(916) 574-7830



# ASSOCIATE MARRIAGE AND FAMILY THERAPIST

Registration No: AMFT117222

Certificate No. 239768

Valid Until: 01/31/2021

Issue Date: 01/08/2020

AARON MICHAEL HORNE  
PO BOX 2506  
SACRAMENTO, CA 95812-2506

In accordance with the provisions of Division  
2 Chapter 13 of the Business and Professions  
Code, the person named hereon is registered  
as an Associate Marriage and Family  
Therapist

----- NON-TRANSFERABLE -----

----- POST IN PUBLIC VIEW -----

2001.CERT'S.103017

Fingerprint Status: Complete: No Action Required

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

Adverse and Commission Action Indicator:

Last Name:	GLINES
First Name:	ANDREW
Middle Name:	JOSEPH
Last Known County of Employment:	

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Recom
190036747	Certificate of Clearance		Valid	2/13/2019	3/1/2024	2/13/2019	
190280438	Short-Term Staff Permit		Valid	8/12/2019	8/1/2020	8/12/2019	

Authorization/Subjects

Authorization Description	Authorization Code	Subject Code	Subject Description	Major/ Minor	Added A
<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 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.</p> <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>	R3MM	MM	Mild/Moderate Disabilities	MAJ	
		NONE		MIN	
		NONE		MAJ	

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Last Name: KOEN

First Name: SHARAY

Middle Name: ANNMARIE

Last Known County of Employment:

Fingerprint Status: Complete: No Action Required

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

Adverse and Commission Action Indicator:

Document Number	Term	Document Title	Status	Issue Date	Expiration Date	Original Issue Date	Grade
180247206		Certificate of Clearance	Valid	10/25/2018	11/1/2023	10/25/2018	
> 190267693		Short-Term Staff Permit	Valid	12/1/2019	8/1/2020	12/1/2019	
190012598		Provisional Internship Permit	Valid	11/1/2018	12/1/2019	11/1/2018	

Authorization Subjects

Authorization Code	Subject Code	Authorization Description	Subject Description	Major/ Minor	Added A
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> R3MS	MS	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.	Moderate/Severe Disabilities	MAJ	
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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.

ELAE	NONE			MAJ	
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DEPARTMENT OF CONSUMER AFFAIRS



1625 N. Market Blvd. Suite S-200  
Sacramento, CA 95834  
(916) 574-7830

**LICENSED MARRIAGE AND FAMILY THERAPIST**

License No: LMFT115588

Valid Until: 09/30/2021

Certificate No: 228459

Issue Date: 09/17/2019

SARA GOOSSENS MINER  
1254 LUCIO LN  
SACRAMENTO, CA 95822-2558

In accordance with the provisions of  
Division 2 Chapter 13 of the Business and  
Professions Code, the person named hereon  
is issued a Marriage and Family Therapist  
original license.

----- NON-TRANSFERABLE -----

----- POST IN PUBLIC VIEW -----

OBSMFC 12/31/07

116



Last Name: MANGLONA  
First Name: TINA  
Middle Name: RENEE DUENAS  
Last Known County of Employment:

Adverse and Commission Action Indicator:

Fingerprint Status: Complete: No Action Required

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade
200006737	Certificate of Clearance		Valid	1/8/2020	2/1/2025	1/8/2020	
W20000683	Education Specialist Instruction Credential	Waiver	Valid	1/8/2020	7/16/2020		

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Autt
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 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.</p>	NONE		MAJ	
R3MM		MM	Mild/Moderate Disabilities	MAJ	
AAAS				MIN	

118

Last Name: MOSLEY

First Name: DELISHA

Middle Name: P

Last Known County of Employment:

Fingerprint Status: Complete: No Action Required

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

Adverse and Commission Action Indicator:

Document Number	Document Title	Term	Status	Issue Date	Expiration Date	Original Issue Date	Grade	Spec
190056502	Certificate of Clearance		Valid	3/7/2019	4/1/2024	3/7/2019		
WT9001541	Education Specialist Instruction Credential	Waiver	Valid	8/5/2019	7/15/2020			

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorize
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119

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: NGUYEN

First Name: KIM NGA

Middle Name: THI

Document Information:

Document Number: W200000673

Document Title: Education Specialist Instruction Credential

Term: Waiver

Status: Valid

Issue Date: 11/13/2019

Expiration Date: 7/13/2020

Original Issue Date:

Grade:

Special Grade:

SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
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➤ 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

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

R3MM

MM

Mild/Moderate Disabilities

121

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.

ELAE

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 De
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Employment Restrictions

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

122

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

Last Name: OLADAPO

First Name: JOAN

Middle Name: NNEAMAKA

Document Information:

Document Number: 190254777

Document Title: Short-Term Staff Permit

Term:

Status: Valid

Issue Date: 8/11/2019

Expiration Date: 8/1/2020

Original Issue Date: 8/11/2019

Grade:

Special Grade:

SB1969 (Title 5 §80487):

123

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
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➤ 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>	MM	Mild/Moderate Disabilities
AAAS	<p>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.</p>	NONE	
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>	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**

- STP    This certificate may not be renewed.

**Employment Restrictions**

**Organization Type**

- NPS/NPA

**Organization**

SIERRA SCHOOL AT MARCONI

**County**

SACRAMENTO COUNTY OFFICE OF EDUCATION

125

**Additional De**

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

Last Name: OLADAPO  
First Name: JOAN  
Middle Name: NNEAMAKA

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

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

Document Number	Document Title	Term	Expiration Date	Original Issue Date	Issue Date	Special Grade	Status
190064682	Single Subject Teaching Credential	Preliminary	3/1/2024	2/14/2019	2/14/2019		Valid
> 190236342	30-Day Substitute Teaching Permit	Emergency	11/1/2020	7/15/2015	10/10/2019		Valid
140226989	Certificate of Clearance		1/1/2020	12/16/2014	12/16/2014		Valid

Authorization/Subjects

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

Renewal Requirements

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

Renewal Code

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

Employment Restrictions

Organization	Organization Type	County
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126

### **Child Abuse Reporting**

I **Courtney Galli, Director** (Name & Title) assure all employees and volunteers of **Sierra Upper School of Sacramento** (School Facility Name) have annual training so that they are familiar with and adhere to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code 11164

### **Reporting of Missing Children**

I **Courtney Galli, Director** (Name and Title) assure all employees and volunteers of **Sierra Upper School of Sacramento** (School Facility Name) are familiar with and adhere to requirements for reporting missing children in a timely manner to a law enforcement agency as specified in California EC 49370 in order to provide those children a necessary level of protection when they are at serious risk.

Courtney Galli

(Contractor)

6/16/2020

(Date Completed)