

### Annual Organization of Governing Board

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

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

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

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

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

### CERTIFICATION

**School District:**

**Name of trustee elected district clerk:**

**Mailing address of clerk for official mail:**

**Name of trustee elected president:**

**Name of employee appointed secretary:** Dr. Fal Asrani

**Who will receive official mail?**

☐

Clerk

☒

Secretary

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

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

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

**Adopted at the annual meeting of the governing board on:** 12/14/21

**Signed (Clerk, Secretary)** \_\_\_\_\_

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

*Marysville Joint Unified School District*

***BOARD MEETING DATES***

*2021-22 School Year*

2<sup>nd</sup> and 4<sup>th</sup> Tuesdays unless otherwise stated

~~7/13/21~~ (canceled)

7/20/21

~~7/27/21~~ (canceled)

8/10/21

8/24/21

9/14/21

9/28/21

10/12/21

10/26/21

11/9/21

~~11/23/21~~ (canceled)

12/14/21

~~12/28/21~~ (canceled)

~~1/11/22~~ (canceled)

1/25/22

2/8/22

2/22/22

3/8/22

3/22/22

~~4/12/22~~ (canceled)

4/26/22

5/10/22

5/24/22

6/21/22

6/28/22

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

7/1/21

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

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

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

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

1. We, members of the Marysville Joint USD District Board of Trustees hereby authorize Dr. Fal Asrani to sign orders drawn on the funds of the School District.
2. Verified signatures and occupation of Governing Board Members of \_\_\_\_\_ District.

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

Signature of person(s) authorized to sign warrants: \_\_\_\_\_

Signatures below are the verified signatures of the members of the Board of Trustees for calendar year 2022.

- |                                   |                              |
|-----------------------------------|------------------------------|
| 1. _____<br>President's Signature | _____<br>Occupation/Business |
| 2. _____<br>Clerk's Signature     | _____<br>Occupation/Business |
| 3. _____<br>Member                | _____<br>Occupation/Business |
| 4. _____<br>Member                | _____<br>Occupation/Business |
| 5. _____<br>Member                | _____<br>Occupation/Business |
| 6. _____<br>Member                | _____<br>Occupation/Business |
| 7. _____<br>Member                | _____<br>Occupation/Business |

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



**Secretary of State**  
**Registry of Public Agencies**  
(Government Code section 53051)

**SF-405**

**IMPORTANT — Read Instructions before completing this form.**

There is **No Fee** for a Registry of Public Agencies filing

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00

**This Space For Office Use Only**

**1. Type of Filing** (Check one.)

- ☐ Initial Filing (first Registry of Public Agencies filing for an agency)  
☒ Updated Filing (change to an existing Registry of Public Agencies record)

**2. Agency Information**

a. Full Legal Name of Public Agency

**Marysville Joint Unified School District**

b. Nature of Update (complete if Updated Filing)

**Election of new officers**

c. County

**Yuba**

d. Official Mailing Address

**1919 B Street, Marysville, CA 95901**

**3. Chairperson, President, or Other Presiding Officer**

a. Name

b. Title

**President**

c. Business or Residence Address

**4. Clerk or Secretary**

a. Name

b. Title

**Clerk**

c. Business or Residence Address

**5. Other Members of the Governing Board** (Enter as many as applicable. Attach additional pages for additional members.)

Name	Business or Residence Address
Name	Business or Residence Address
Name	Business or Residence Address
Name	Business or Residence Address
Name	Business or Residence Address

**6. Date and Sign Below** (Additional members set forth on attached pages, if any, are incorporated herein by reference and made part of this Form SF-405, Registry of Public Agencies.)

**12/14/21**

Date

Signature

**Angela Hale**

Type or Print Name



## Instructions for Completing the Registry of Public Agencies (Form SF-405)

The governing body of a public agency is required, within 70 days after the commencement of the agency's legal existence, to file a specified statement of facts about the agency with the Secretary of State. This information is also required to be updated within 10 days of a change to it.

### Fees:

- **Filing Fee:** There is **no fee** for a Registry of Public Agencies filing.

**Copies:** To obtain copies or certified copies of the filed document, include payment for copy fees and certification fees at the time the document is submitted. Copy fees are \$1.00 for the first page and \$0.50 for each additional page. For certified copies, there is an additional \$5.00 certification fee, per copy.

**Payment Type:** Check(s) or money orders should be made payable to the Secretary of State. **Do not send cash by mail.** If submitting the document in person in our Sacramento office, payment also may be made by credit card (Visa or Mastercard).

If you are not completing this form online, please **type or legibly print** in black or blue ink. **Complete the Registry of Public Agencies (Form SF-405) as follows:**

Item	Instruction	Tips
1.	You must check the appropriate box ( <b>check one</b> ).	<ul style="list-style-type: none"> <li>• If this is the first Registry of Public Agencies filing for an agency, check "Initial Filing".</li> <li>• If this is a change to an existing Registry of Public Agencies record, check "Updated Filing".</li> </ul>
2a.	Enter the full legal name of the public agency.	
2b.	Indicate the nature of the update if this is an updated filing.	<ul style="list-style-type: none"> <li>• Leave this blank for initial filings.</li> <li>• For updated filings, list information that has changed.</li> </ul>
2c.	Enter the county or counties in which the agency operates.	<ul style="list-style-type: none"> <li>• List as many as applicable. If additional space is required, attach additional pages.</li> </ul>
2d.	Enter the agency's official mailing address.	<ul style="list-style-type: none"> <li>• The <b>complete address</b> is required, including the street name and number, city, state, and zip code.</li> <li>• P.O. box is acceptable.</li> </ul>
3a.	Enter the Chairperson, President, or Other Presiding Officer's name.	
3b.	Enter the Chairperson, President, or Other Presiding Officer's official title.	<ul style="list-style-type: none"> <li>• Include the full official title.</li> </ul>
3c.	Enter the Chairperson, President, or Other Presiding Officer's business or residence address.	<ul style="list-style-type: none"> <li>• A <b>complete address</b> is required, including the street name and number, city, state, and zip code.</li> </ul>
4a.	Enter the Clerk or Secretary's name.	
4b.	Enter the Clerk or Secretary's official title.	<ul style="list-style-type: none"> <li>• Include the full official title.</li> </ul>

4c.	Enter the Clerk or Secretary's business or residence address.	<ul style="list-style-type: none"> <li>• A <b>complete address</b> is required, including the street name and number, city, state, and zip code.</li> </ul>
5.	Enter the name and business or residence of any other members of the agency's governing board, if applicable.	<ul style="list-style-type: none"> <li>• A <b>complete address</b> is required, including the street name and number, city, state, and zip code.</li> <li>• Attach additional pages if additional space is required.</li> </ul>
6.	Date, sign, and print the name of the individual completing the form.	

**Where to File:** Completed forms along with the applicable fees, if any can be mailed to Secretary of State, Special Filings Unit, P.O. Box 942870, Sacramento, CA 94277-2870 or delivered in person (drop off) to the Sacramento office, 1500 11th Street, 2nd Floor, Sacramento, CA 95814. This form is filed only in the Sacramento office.

**Legal Authority:** General statutory filing provisions are found in Section 53051. All statutory references are to the California Government Code, unless otherwise stated.

**BOARD MEETING: 12/15/2021**

**SCHOOL: BROWNS VALLEY**

**SCHOOL PRESENTATION**

**1. SCHOOL SITE PLAN**

***Purpose of the agenda item~***

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

***Background~***

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

***Financial Impact~***

Each school site is allocated funds to support the school goals.

***Recommendation~***

This is an informational item only.

**BOARD MEETING: 12/15/2021**

**SCHOOL: CORDUA**

**SCHOOL PRESENTATION**

**1. SCHOOL SITE PLAN**

***Purpose of the agenda item~***

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

***Background~***

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

***Financial Impact~***

Each school site is allocated funds to support the school goals.

***Recommendation~***

This is an informational item only.



# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER

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

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



TO: Shady Creek Participating Schools  
Teachers and Principals

FROM: Shannon Cueva, Director

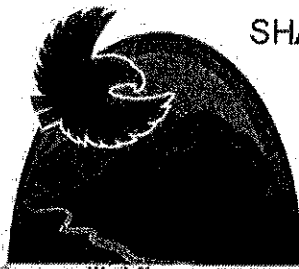
DATE: November 5, 2021

RE: Contract, Covid-19 Protocols, Changes From Previous Years

Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately.

- **Fees:** The fee for the 2021/2022 Shady Creek Program will be \$300.00 for a five-day week or \$275.00 if you are on a scheduled four-day week.
- **Change in Contracted Number Policy:** Schools will be responsible for a minimum charge of 75% of their contracted numbers regardless of the number of students that actually attend. Changes to the contracted number of students may be made up to (30) calendar days prior to attendance to avoid paying for students that do not attend. Please notify us of changes to your numbers as soon as possible.
- **Cancellation Policy:** If your school cancels its reservation within 30 calendar days of your scheduled dates your school will be charged for 75% of your contracted number **unless** a state or local health agency orders or recommends not attending a residential program. A copy of this order or recommendation must be provided to our office.
- **COVID 19 Testing Policy:** Prior to attending Shady Creek all unvaccinated students and staff must test negative for Covid-19. PCR tests must be completed 72 hours prior to arrival, and Antigen tests must be conducted within 24 hours of arrival. Test results must be submitted to Shady Creek at the time of arrival.
- **Masking Policy:** All students and staff must wear masks when indoors unless they are eating or sleeping. People with medical exemptions to masks must provide proof of their exemption.
- **Administrator and Nurse:** If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint a nurse or health aide for the week. Schools that send an RN or LVN will receive a \$1,500 credit on their invoice, and schools that send a Health Aide will receive a \$1,000 credit on their invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call our office at (530) 822-2949 for the names of nurses who may be able to go with your district.

- **Over The Counter Medication Policy:** Shady Creek does not currently hold standing doctor's orders. This means that as needed **over the counter medications** will not be provided by Shady Creek. Students may bring prescribed and over the counter medication as long as all necessary paperwork is complete including a physician's signature, and the signature of the parent or guardian. All medications must be kept in the nurse's station unless otherwise noted by a physician.
- **Cabin Leads and Parent Chaperones:** We understand that recruiting high school age cabin leaders may be difficult this year. Your school is welcome to bring parent chaperones rather than high school students (or a mix of both) as long as the adults are cleared as volunteers in your district.
- **Raffle Tickets:** 2021/2022 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please contact the Foundation Director at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.
- **Forms:** Please download all necessary forms, including t-shirt order form at [www.shadycreek.org](http://www.shadycreek.org). **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**



# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER

Camp Address:  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 282-3538 Fax

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

Shannon Cueva, Director  
School



Spring 2022  
REVISED 11/5/2021

Week No.			Pupils	Grade	Admin/Nurse
Wk 1	January 18 - 21 4-Day Week	Core Buile Charter Thrive (20)	40		Core Buile
Wk 2	January 24 - 28	Johnson Junior	200	7, 8	Johnson Junior
Wk 3	Jan 31 - Feb 4	Open	150	5, 6	
Wk 4	Feb 8 - 11 4-Day Week	Corning Unified	200	7	Corning Unified
Wk 5	Feb 15 - 18 4-Day Week	Johnson Junior High (100) Williams Upper (80)	180	8	Johnson Junior
Wk 6	Feb 22 - 25 4-Day Week	Open			
Wk 7	Feb 28 - Mar 4	Corning Unified	200	6	Corning Unified
Wk 8	Mar 7 - 11	Week Unavailable			
Wk 9	Mar 14 - 18	Pleasant Grove (41) Marcum (40) Browns (30) Meridian (20) Redding STEM (29)	160		Pleasant Grove
Wk 10	Mar 21 - 25	Paradise Charter MS (30) Our Lady (10) St. Ildore (25) St. Thomas (29) Sacred Heart (21) Notre Dame (50)	195	6	Notre Dame
Wk 11	Mar 28 - Apr 1	Murdock (100) Durham Intermediate (76)	176	5	Murdock
Wk 12	April 4 - 8	Arboga (60) Edgewater (50) Johnson Park (60)	170	6	MJUSD
Wk 13	April 11 - 14	Spring Break			
Wk 14	April 19 - 22 4-Day Week	Vina Elementary (18) CORE Marysville (20)	40	6	
Wk 15	April 25 - 29	Cedar Lane (50) Elia (65)	125	5, 6	MJUSD
Wk 16	May 2 - 6	Paradise Unified School District (98) Achieve Charter (30) Rocklin Elementary (63)	178	6	Paradise Unified
Wk 17	May 9 - 13	Franklin (113) Nuestro (37)	150	6, 7, 8	Franklin
Wk 18	May 16 - 20	Twin Rivers Charter School	150	6	TRCS
Wk 19	May 23 - 27	Linda (75) McKannay (100)	175	6	Linda

Total 2484

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



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

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



Shannon Cueva, Director

**BILLING TO:**

Linda Elementary

6180 Dunning Ave.

Marysville, CA 95901

Attn: Superintendent/Principal

**DATE:** November 8, 2021

**INVOICE:** 22-0064

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 75 participants @ \$ 300.00 5-Day \$ 22,500.00

**Total:** \$22,500.00

**First Installment 50%**

*This will be deducted off of Final Invoice*

**Total Due:** \$ 11,250.00

### MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

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



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

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

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

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

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

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (75) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***December 1st, 2021 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator: Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

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

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

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

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

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

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

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

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

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

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

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

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

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

[Type here]

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

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

Marysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature) Fai Asrani  
Superintendent

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By: [Signature]  
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Zachary Schulz

From: Linda  
(school or office)

Phone: 530-741-5204

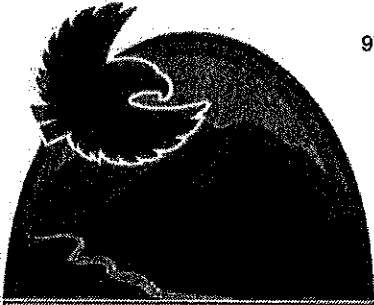
Please provide us with an email address for further correspondence:

Email: ZSchulz@mjUSD.com

Participating Teachers email addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



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

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



Shannon Cueva, Director

**BILLING TO:**

McKenney Intermediate

1904 Huston St.

Marysville, CA 95901

Attn: Superintendent/Principal

**DATE:** November 8, 2021

**INVOICE:** 22-0065

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 100 participants @ \$ 300.00 5-Day \$ 30,000.00

**Total:** \$30,000.00

**First Installment 50%**

*This will be deducted off of Final Invoice*

**Total Due:** \$ 15,000.00

### MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

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

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

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

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

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

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

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (100) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***December 1st, 2021 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator. Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

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

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

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

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

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

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

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

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

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

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

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

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

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.



16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

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

Marysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature) Fai Asrani  
Superintendent

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By: [Signature]  
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Joe Seiler

From: McKenney  
(schooler office)

Phone: 530-741-2204

Please provide us with an email address for further correspondence:

Email: jseiler@mjud.com

Participating Teachers email addresses:

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



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

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



Shannon Cueva, Director

**BILLING TO:**

Johnson Park Elementary

4364 Lever Ave.

Olivehurst, CA 95961

Attn: Superintendent/Principal

**DATE:** November 8, 2021

**INVOICE:** 22-0054

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 60 participants @ \$ 300.00 5-Day \$ 18,000.00

**Total:** \$18,000.00

**First Installment 50%**

*This will be deducted off of Final Invoice*

**Total Due:** \$ 9,000.00

### MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

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

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

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

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

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

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

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (60) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **December 1st, 2021 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

0054 1

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator. Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

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

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

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

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

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

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

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

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

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

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

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

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

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

[Type here]

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

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

Manysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature) Fai Asrani  
Superintendent

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By: [Signature]  
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Tracy Pomeroy  
Phone: 530-741-4804

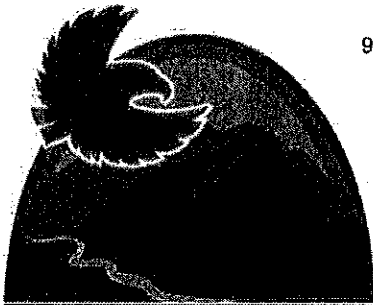
From: Johnson Park  
(school or office)

Please provide us with an email address for further correspondence:

Email: tpomeroy@njusd.com

Participating Teachers email addresses:

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



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

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



Shannon Cueva, Director

## BILLING TO:

Cedar Lane Elementary  
841 Cedar Lane  
Olivehurst, CA 95961  
Attn: Superintendent/Principal

**DATE:** November 8, 2021

**INVOICE:** 22-0057

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 60 participants @ \$ 300.00 5-Day \$ 18,000.00

**Total:** \$18,000.00

**First Installment 50%**

**Total Due:**

\$ 9,000.00

*This will be deducted off of Final Invoice*

## MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

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

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

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

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

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

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

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (60) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***December 1st, 2021 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.



- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator: Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

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

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

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

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

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

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

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

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

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

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

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

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

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

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

Manysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature) Fai Asrani  
Superintendent

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By: [Signature]  
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Rebecca Evers

From: Cedar Lane  
(school or office)

Phone: 530-741-3604

Please provide us with an email address for further correspondence:

Email: reverse@mjusd.com

Participating Teachers email addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



## Billing and Reservations:

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

## Camp Address:

18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



Shannon Cueva, Director

### BILLING TO:

Arboga Elementary

1686 Broadway

Olivehurst, CA 95961

Attn: Superintendent/Principal

DATE:

November 8, 2021

INVOICE:

22-0052

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 60 participants @ \$ 300.00 5-Day \$ 18,000.00

**Total:** \$18,000.00

**First Installment 50%**

*This will be deducted off of Final Invoice*

**Total Due:**

\$ 9,000.00

### MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

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

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

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

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

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

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

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (60) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***December 1st, 2021 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator. Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

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

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

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

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

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

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

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

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

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

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

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

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

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

[Type here]

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).


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

Marysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature) Fai Asrani  
Superintendent

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By:   
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Eric Preston

From: Arboga  
(school or office)

Phone: 530-741-5004

Please provide us with an email address for further correspondence:

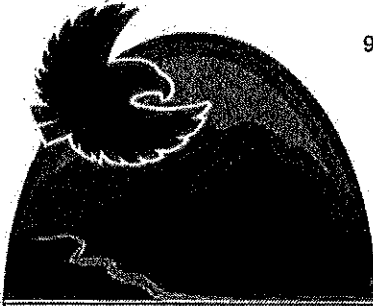
Email: epreston@mijusd.com

Participating Teachers email addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



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

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax



Shannon Cueva, Director

## BILLING TO:

Edgewater Elementary

5715 Oakwood Dr.

Marysville, CA 95901

Attn: Superintendent/Principal

**DATE:** November 8, 2021

**INVOICE:** 22-0053

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 50 participants @ \$ 300.00 5-Day \$ 15,000.00

**Total:** \$15,000.00

**First Installment 50%**

**Total Due:**

\$ 7,500.00

*This will be deducted off of Final Invoice*

## MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

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

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

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

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

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

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

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (50) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **December 1st, 2021 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator. Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

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

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

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

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

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

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

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

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

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

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

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

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

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

[Type here]

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

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

Manysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature) Fai Asrani  
Superintendent

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By: [Signature]  
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Lon Guy

From: Edgewater  
(school or office)

Phone: 530-741-2004

Please provide us with an email address for further correspondence:

Email: lguy@mjud.com

Participating Teachers email addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## NAVIGATE360 - ORDER FORM

**Customer:** Foothill Intermediate  
5351 Fruitland Rd.  
Marysville, CA 95901  
Patty Gates  
pgates@mjusd.k12.ca.us

**Proposal No:** Q-21325  
**Proposal By:** Tiffany Luster  
**Email:** tluster@navigate360.com  
**Opp Number:** 142026  
**Proposal Expires:** 11/12/2021

**Recurring Payment:** \$3,250.00 Invoiced Annually - Net 30

**Term:** The 12 month term for subscription Services begins on **12/15/2021** and ends on **12/14/2022**.

**Notes:**

### SUBSCRIPTION SERVICES

Item	Description	Quantity	Price
1007-1000-1005-1000	Social Emotional Learning (SEL) and character education curriculum for students	1	\$2,750.00
1007-1	Annual service and support fees for curriculum subscriptions.	1	\$500.00

Annual Subscription Price: \$3,250.00

**Accurate Sales Tax will be added when applicable.**



## Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.


× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: <https://tinyurl.com/N360MSA-20210108>

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

### NAVIGATE360 SIGNATORY

Name: Andrew Ross  
Date: 11-17-21  
Signature: 

### CUSTOMER BILLING INFORMATION

A/P Contact Name: Krista Ames  
A/P Phone: 530  
A/P Email: KAMES@myusd.com  
A/P Address: 1919 B Street  
City: Marysville, CA 95901  
State (2 Letter Abbreviation): CA  
Zip Code: 95901  
Federal Tax ID: NA  
Purchase Order  
☐ Attached PO #:  
☒ PO in process to be sent separately  
Sales Tax Exempt No. NA

### CUSTOMER SIGNATORY

Name: Jennifer Passaglia  
Title: CBO  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Sales Tax Exemption Certificate must be attached.**

Upload Document:

{{uploadDocs\_es\_.signer1:attachment:label("Supporting Document")}}



**EXHIBIT B: 2021-2022 ISA****INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 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, 2022, 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 Phone Number 530-741-6150 x2519

Pupil Name Sells Mackenzie Sex: M X F Grade: 12  
(Last) (First) (M.I.)

Address 4799 VALENCIA WAY  
City Marysville State/Zip CA/95961

DOB 12/25/2003 Residential Setting: Home X Foster ☐ LCI # ☐ OTHER

Parent/Guardian KRIS AND DECIRE LEBRENS Phone (530) 565-6559 (h) ( )  
(Residence) (Business)  
Address (If different from student) City State/Zip

**AGREEMENT TERMS:**

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

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$210.00

Estimated Number of Days 137 x Daily Rate \$180.00 = PROJECTED BASIC EDUCATION COSTS \$24,660.00

**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		30min 1x/week	\$90/hour	31	\$1,395
Counseling and guidance (515).							



Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)		X		90 minutes/yr	Included in daily rate	1	Included in daily rate
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		40 minutes/yr	Included in daily rate	1	Included in daily rate
Career Awareness (840)		X		90 minutes/yr	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)		X		60 minutes/year	Included in daily rate	1	Included in daily rate
Other (900)I							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ \$ 26,055.

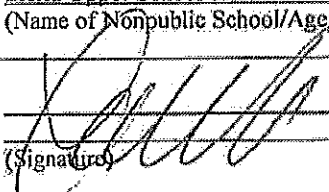
TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 1170.00

4. Other Provisions/Attachments:

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

6. Progress Reporting Requirements:	<input checked="" type="checkbox"/>	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-
<u>Sierra Upper School of Sacramento</u> (Name of Nonpublic School/Agency)	<u>Marysville Joint Unified School District</u> (Name of LEA/SELPA)
 12/3/21 (Signature) (Date)	 (Signature) (Date)
<u>Colleen Campbell, Director</u> (Name and Title)	<u>Jennifer Passaglia</u> <u>Chief Business Official</u> (Name of Superintendent or Authorized Designee)



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/yr	Included in daily rate	1	Included in daily rate
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		40 minutes/yr	Included in daily rate	1	Included in daily rate
Career Awareness (840)		X		90 minutes/yr	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)		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							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$ 1,080.00

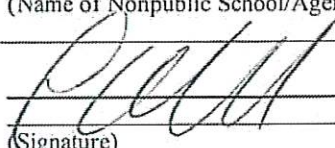
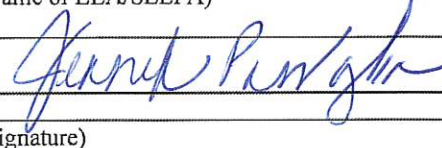
TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COST\$ \$ 29,850.00

4. Other Provisions/Attachments:

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

6. Progress Reporting Requirements:	<input checked="" type="checkbox"/> X	Quarterly y	Monthly y	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-
<u>Sierra Upper School of Sacramento</u> (Name of Nonpublic School/Agency)	<u>Marysville Joint Unified School District</u> (Name of LEA/SELPA)
 (Signature)	 (Signature)
<u>12/3/21</u> (Date)	<u>12-6-21</u> (Date)
<u>Colleen Campbell, Director</u> (Name and Title)	<u>Jennifer Passaglia</u> <u>Chief Business Official</u> (Name of Superintendent or Authorized Designee)

222-01174  
P22-01163

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2021-2022***

Business Services Department

Approval: *[Signature]*

Date: 7-28-21

**MASTER CONTRACT**  
**GENERAL AGREEMENT FOR NONSECTARIAN,**  
**NONPUBLIC SCHOOL AND AGENCY SERVICES**

LEA MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Contract Year 2021-2022

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.*

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



39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20
<b>IV. PERSONNEL</b>	
44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23
<b>V. HEALTH AND SAFETY MANDATES</b>	
49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25
<b>VI. FINANCIAL</b>	
56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

**2021-2022**  
**NUMBER:**

**CONTRACT**

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

**NONPUBLIC SCHOOL/AGENCY/RELATED**  
**SERVICES PROVIDER:** Specialized  
Education of California, Inc. d/b/a  
Sacramento 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 "Contract") is entered into on July 1, 2021, between Marysville Joint Unified School District (MJUSD), 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 relevant services specified in the student's Individualized Education Program (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 and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS/A. All NPS/A 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 NPS/A 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, 2021 to June 30, 2022 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 NPS/A. 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 this Contract, unless otherwise specified in this 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 NPS/A 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 "Contract" and is referred to as such in this document.

## ADMINISTRATION OF CONTRACT

### 8. NOTICES

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

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

### 9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA 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 Contract, 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 CONTRACTOR 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 NPS affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other

assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against third party 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 third party 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 Contract 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 Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## 18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

#### 19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, 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 is or 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)**

The 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 NPS/A 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 NPS. 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 NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 NPS: (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 NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), 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. 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 NPA, 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 NPS, 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 NPA 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 NPS, 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 NPS 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 NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 NPS, 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 NPS 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 NPA, 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 NPA 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 NPS/A 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 NPS, 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 L<sup>67</sup> 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, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained 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. 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.

### **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 NPS; 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 NPS 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 NPA 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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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.

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 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS 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 NPS placement until the date on which an IEP team meeting is convened; the IEP team determines that a NPS 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 NPS, 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 NPS, 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 or 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 NPS, 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 NPS, 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 NPS/A. 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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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.*).

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 NPA 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 NPS/A 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 NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer



associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA.

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 whom 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 of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety

(90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, 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 NPA 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 NPA, 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. 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 NPS/A 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, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Specialized Education of California, Inc.  
Nonpublic School/Agency

Marysville Joint Unified School District  
LEA Name

By: DocuSigned by: Andrea Vargas 7/26/2021  
Signature Date

By: Penny Lauseng 8/10/21  
Signature Date

Andrea Vargas, President  
Name and Title of Authorized Representative

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

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Colleen Campbell, Director	Name and Title Kristina Royer, Director of Program Services
Nonpublic School/Agency/Related Service Provider Sierra Upper School of Sacramento	LEA Marysville Joint Unified School District
Address 9738 Lincoln Village Drive	Address 1919 B Street
City State Zip Sacramento CA 95827	City State Zip Marysville CA 95901
Phone Fax (916) 488-5455 (916) 488-6763	Phone Fax (530) 749-6182 (530) 741-7850
Email colleen.campbell@sesischools.com	Email kroyer@mjustd.k12.ca.us

Additional LEA Notification  
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email



EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Education of California, Inc.  
The CONTRACTOR CDS NUMBER: 34-67447-6157473

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

Maximum Contract Amount: \$83,120.00

- 1) Daily Basic Education Rate: \$180.00
- 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: \$210.00 (B.E.S.T. Model) Daily Rate +\$30/day
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$26.00</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$140.00</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care (435)</u>		
<u>Health and Nursing: Other Services (436)</u>		
<u>Assistive Technology Services (445)</u>		
<u>Occupational Therapy (450)</u>	<u>\$140.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>\$140.00</u>	<u>hour</u>
<u>Individual Counseling (510)</u>	<u>\$90.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>Included in daily rate</u>	
<u>Parent Counseling (520)</u>	<u>\$75.00</u>	<u>hour</u>
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Behavior Intervention Services (535)</u>	<u>\$90.00</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		

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

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2021-2022*

Business Services Department  
Approval:   
Date: 12/21

# MASTER CONTRACT

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

<b>LEA</b>	<b>MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT</b>
------------	---

Contract Year	2021-2022
---------------	-----------

☒ 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.*

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM		19
40. PARENT ACCESS		19
41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS		19
42. STATE MEAL MANDATE		20
43. MONITORING		20
<b>IV. PERSONNEL</b>		
44. CLEARANCE REQUIREMENTS		21
45. STAFF QUALIFICATIONS		21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS		22
47. STAFF ABSENCE		23
48. STAFF PROFESSIONAL BEHAVIOR		23
<b>V. HEALTH AND SAFETY MANDATES</b>		
49. HEALTH AND SAFETY		23
50. FACILITIES AND FACILITIES MODIFICATIONS		24
51. ADMINISTRATION OF MEDICATION		24
52. INCIDENT/ACCIDENT REPORTING		24
53. CHILD ABUSE REPORTING		24
54. SEXUAL HARASSMENT		25
55. REPORTING OF MISSING CHILDREN		25
<b>VI. FINANCIAL</b>		
56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES		25
57. RIGHT TO WITHHOLD PAYMENT		26
58. PAYMENT FROM OUTSIDE AGENCIES		27
59. PAYMENT FOR ABSENCES		27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY		28
61. INSPECTION AND AUDIT		28
62. RATE SCHEDULE		29
63. DEBARMENT CERTIFICATION		29
EXHIBIT A: RATES		32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT		34

<b>2021-2022</b>	<b>CONTRACT</b>		
<b>NUMBER:</b>			
<b>LOCAL EDUCATION AGENCY:</b>			
<u>Marysville Joint Unified School District</u>			

**NONPUBLIC  
SCHOOL/AGENCY/RELATED  
SERVICES PROVIDER:** Sierra  
Foothills Academy

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2021, between Marysville Joint Unified School District (MJUSD), hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Sierra Foothill Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (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 and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS/A. All NPS/A 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 NPS/A 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, 2021 to June 30, 2022 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 NPS/A. 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 this Contract, unless otherwise specified in this 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 NPS/A 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 "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA 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 Contract, 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 CONTRACTOR 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 NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA 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 Contract 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 Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, 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 is or 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)**

The 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 NPS/A 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 NPS. 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 NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 NPS: (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 NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), 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. 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 NPA, 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 NPS, 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 NPA 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 NPS, 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 NPS 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 NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 NPS, 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 NPS 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 NPA, 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 NPA 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 NPS/A 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 NPS, 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, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained 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. 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.

### **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 NPS; 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 NPS 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 NPA 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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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.

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 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS 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 NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS, 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 NPS, 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 or 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 NPS, 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 NPS, 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 NPS/A. 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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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 NPA 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 NPS/A 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 NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and

procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

#### **54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

### **FINANCIAL**

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service

and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

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

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

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

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



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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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 NPS, 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 NPA 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 NPA, 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. 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 NPS/A 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, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

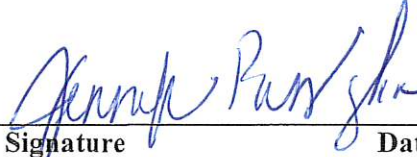
**CONTRACTOR**

**LEA**

Sierra Foothill Academy  
Nonpublic School/Agency

Marysville Joint Unified School District  
LEA Name

By:  12-02-21  
Signature Date

By:  12-6-21  
Signature Date

**Patricia Ezeli**  
**Executive Director**

Name and Title of Authorized Representative

**Jennifer Passaglia,**  
**Chief Business Official**

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
<b>Name and Title</b> Patricia Ezeli Executive Director	<b>Name and Title</b> Jessica Guth Director of Program Services
<b>Nonpublic School/Agency/Related Service Provider</b> Sierra Foothill Academy	<b>LEA</b> Marysville Joint Unified School District
<b>Address</b> 6245 King Rd.	<b>Address</b> 1919 B Street
<b>City</b> <b>State</b> <b>Zip</b> Loomis                      CA                      95650	<b>City</b> <b>State</b> <b>Zip</b> Marysville                      CA                      95901
<b>Phone</b> <b>Fax</b> (916) 259-2790                      (916) 488-6763	<b>Phone</b> <b>Fax</b> (530) 749-6171                      (530) 741-7850
<b>Email</b> cezeli@sierrafoothillsacademy.org	<b>Email</b> jguth@mjud.k12.ca.us
	Additional LEA Notification (Required if completed)
	<b>Name and Title</b>
	<b>Address</b>
	<b>City</b> <b>State</b> <b>Zip</b>
	<b>Phone</b> <b>Fax</b>
	<b>Email</b>

## EXHIBIT A: 2021-2022 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Sierra Foothill Academy

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

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

Maximum Contract Amount: \$

1) Daily Basic Education Rate: \$177.66

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$26.00</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$120.00</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$120.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>\$115.00</u>	<u>hour</u>
<u>Individual Counseling (510)</u>	<u>\$70.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>Included in daily rate</u>	_____
<u>Parent Counseling (520)</u>	<u>\$70.00</u>	<u>hour</u>
<u>Social Work Services (525)</u>	<u>\$70.00</u>	<u>hour</u>
<u>Psychological Services (530)</u>	<u>\$70.00</u>	<u>hour</u>
<u>Behavior Intervention Services (535)</u>	<u>\$120.00</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</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>Included in daily rate</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></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

## **EXHIBIT B: 2021-2022 ISA**

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

This agreement is effective on November 29, 2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Approval: \_\_\_\_\_

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

Local Education Agency Marysville Joint Unified School District Nonpublic School Sierra Footmill AcademyLEA Case Manager: Name Scott Adrian Phone Number 741-6187 x2209Pupil Name \_\_\_\_\_ Sex: ☒ M ☐ F Grade \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_

DOB 8/4/2010 Residential Setting: ☒ Home ☐ Foster ☐ DCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_ ( )

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

## AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year  
285 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: \$177.66Estimated Number of Days 115 x Daily Rate \$177.66 = PROJECTED BASIC EDUCATION COSTS \$ 20,430.90

## B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		8/month	\$120.00	64	\$7,680
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		30 min 1X/week	\$70/hour	960	\$1,120.00
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							



Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 8,800.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 29,230.90

4. Other Provisions/Attachments:

---



---





---

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

6. Progress Reporting Requirements:	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly	<input type="checkbox"/> 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 Foothill of Sacramento (Name of Nonpublic School/Agency)	Marysville Joint Unified School District (Name of LEA/SELPA)
 (Signature)	 (Signature)
 (Date)	 (Date)
Patricia Ezell Executive Director (Name and Title)	Jennifer Passaglia, Chief Business Official (Name of Superintendent or Authorized Designee)



**Master Contract – Rate Sheet  
Nonpublic School/Agency Services  
2021-2022**

**EXHIBIT A: RATES**

**CONTRACTOR: Sierra Foothills Academy**

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$177.66</u>	<u>Daily</u>
B. <u>Related Services</u>		
1. <b>Transportation (755)</b>		
a. Round Trip – NPS Only	<u>\$50.00</u>	
2. <b>Educational Counseling</b>		
a. Individual (510)	<u>\$70.00</u>	<u>Hour</u>
b. Counseling & guidance (515)	<u>\$70.00</u>	<u>Hour</u>
c. Parent (520)	<u>\$70.00</u>	<u>Hour</u>
d. Social Worker Services (525)	<u>\$70.00</u>	<u>Hour</u>
e. Psychological Services (530)	<u>\$70.00</u>	<u>Hour</u>
f. Group of ____	<u>\$70.00</u>	<u>Hour</u>
3. <b>Language and Speech Therapy (415)</b>	<u>\$120.00</u>	<u>Hour</u>
a. Individual	<u>\$120.00</u>	<u>Hour</u>
b. Group of ____	<u>\$120.00</u>	<u>Hour</u>
c. Consultation	<u>\$120.00</u>	<u>Hour</u>
d. Assessment	<u>\$120.00</u>	<u>Hour</u>
4. <b>Intensive Individual Services (340)</b>	<u>\$30.00</u>	<u>Hour</u>
a. Individual		
b. Group of ____		
5. <b>Occupational Therapy (450)</b>	<u>\$120.00</u>	<u>Hour</u>
a. Individual	<u>\$120.00</u>	<u>Hour</u>
b. Group of ____	<u>\$120.00</u>	<u>Hour</u>
c. Consultation	<u>\$120.00</u>	<u>Hour</u>
d. Assessment	<u>\$120.00</u>	<u>Hour</u>
6. <b>Physical Therapy (460)</b>		
a. Individual	<u>\$115.00</u>	<u>Hour</u>
b. Group of ____	<u>\$115.00</u>	<u>Hour</u>
c. Consultation	<u>\$115.00</u>	<u>Hour</u>
d. Assessment	<u>\$115.00</u>	<u>Hour</u>
7. <b>Behavior Intervention Services (535)</b>		
a. Design	<u>\$120.00</u>	<u>Hour</u>
1. Bachelors Level	<u>\$120.00</u>	<u>Hour</u>
2. Masters Level	<u>\$120.00</u>	<u>Hour</u>
b. Implementation	<u>\$120.00</u>	<u>Hour</u>
1. Bachelors Level	<u>\$120.00</u>	<u>Hour</u>
2. Masters Level	<u>\$120.00</u>	<u>Hour</u>

**Master Contract – Rate Sheet**  
**Nonpublic School/Agency Services**  
**2021-2022**

c. Consultation/Collaboration  
d. Assessment

\$120.00
\$120.00

Hour
Hour

# SIERRA FOOTHILLS ACADEMY

## 2021 - 2022 SCHOOL CALENDAR

July 2021						
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
Total School Days						19

August 2021						
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				
Total School Days						13

September 2021						
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		
Total School Days						20

October 2021						
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						
Total School Days						19

November 2021						
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				
Total School Days						16

December 2021						
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	
Total School Days						13

January 2022						
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					
Total School Days						18

February 2022						
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					
Total School Days						14

March 2022						
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		
Total School Days						21

April 2022						
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
Total School Days						15

May 2022						
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				
Total School Days						19

June 2022						
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		
Total School Days						13

Extended Year: 7/6/21-8/2/21  
 Fall School Starts 8/16/21  
 1st quarter ends: 10/20/21  
 2nd quarter ends: 1/19/22  
 3rd Quarter Ends: 4/8/22  
 School Year Ends 6/17/22

### Holidays & Non-School Days

4th of July 7/5  
 Summer Break 8/3-8/15  
 Labor Day 9/6  
 Veteran's Day 11/11  
 Thanksgiving Week 11/22-11/26  
 Winter Break 12/20-1/3  
 M.L. King Day 1/17  
 President's Week 2/18-2/25  
 Spring Break 4/11-4/18  
 Memorial Day 5/30  
 Summer Break 6/20-6/30

### Pro Development Days

School Hours 8:15 - 1:00



Extended Year Days: 20  
 Regular School Days 180

### No School

09/24, 10/28-10/29, 03/11, 03/18, 01/03, 02/22-02/24, 05/26-05/27 06/20-06/22

Total School Days: 7/6/21 - 6/17/22 200

No School

Holidays (No School)

Early Release Day

School Hours Monday - Thursday: 8:15 am - 2:00 pm

Fridays: 8:15 am - 1:00 pm

ESY: 8:15 am to 1:00 pm

Star Program Monday - Thursday: 2:00 pm - 2:30 pm

Finalized 11/16/2021

## **Agreement for Contracted Services**

This agreement is entered into by and between **School Steps Inc.**, 6960 Destiny Drive, Ste. 111, Rocklin, CA 95677 (hereinafter referred to as “**School Steps**”) and **Marysville Joint Unified School District, 1919 B Street, Marysville, California 95901** (hereinafter referred to as “**Contracting Agency**”) for the provision of services by School Steps as an independent agent and not an employee of the Contracting Agency. School Steps makes no claim to any rights and/or benefits other than compensation put forth in this agreement.

### **1. Dates of Service**

This contract is in effect from December 15, 2021, through June 30, 2022, in essence the school year 2021-2022, in alignment with the school calendar and/or additional dates agreed upon.

### **2. Scope of Work**

All functions servicing Contracting Agency by School Steps will be provided with written reports of evaluations and assessments. The written reports will be written per the organizations report templates. \_\_\_\_\_

- Special education related services (**Behavior Services**), evaluations / Functional Behavior assessments, IEP meetings attendance and consultation. Consultation will also include educational and behavior concerns including assisting in the writing of behavioral support plans.

### **3. Amendments**

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Contracting Agency and School Steps.

### **4. Payment & Billing**

Contracting Agency agrees to pay School Steps at the following rates based on the amount of time secured listed on Exhibit A.

Contracting Agency will be billed only for services rendered. School Steps will track hours spent on eligible mental health services.

School Steps and Contracting Agency will jointly determine caseloads.

Contracting Agency will determine the work activities that need to be covered by the School Steps contractors.

It is expected that Contracting Agency will pay the invoice in full within 30 days of receiving the invoice via email. Should Contracting Agency fail to pay within 45 days of receiving the invoice, interest rate of 10% per annum, compounded monthly, will be added to invoiced

cost. The penalty will show as a line item on the next month's invoice. Every month beyond the original 45 days of delivery will incur an additional month's charge.

**5. Records**

School Steps will maintain a complete set of detailed records with regard to work performed under this agreement.

**6. Status of Consultant**

This is not an employment agreement. School Steps is an independent contractor and is responsible for all federal, state, and local payroll taxes for and on behalf of School Steps.

School Steps employees make no claim to the benefits Contracting Agency provides to employees of Contracting Agency. Contracting Agency shall not provide worker's compensation insurance coverage for School Steps employees.

**7. Background Check/ DOJ Clearance**

All of those in the employ of School Steps who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance.

**8. Cancellation**

This agreement may be cancelled by School Steps or Contracting Agency upon the giving of 45 calendar days, not including holidays, in advance written notice for all services. Such notice shall be delivered either in person, by email or by United States Postal Service. In the event of cancellation, School Steps shall be paid for all services rendered. Should Contracting Agency cancel the contract, School Steps Inc will be paid at the contracted rate and time commitment through the 45-day cancellation period.

**9. Hold Harmless and Indemnification**

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

**10. Attorney Fees**

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**11. Severability**

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.



## **12. Non-Solicitation Agreement**

For good consideration and as an inducement for School Steps to enter into contract with Contracting Agency, the Contracting Agency hereby agrees not to directly or indirectly solicit any School Steps employee with an offer of employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps. If this agreement is breached Contracting Agency agrees to pay School Steps a finder's fee the equivalent of 2 months compensation, including wages and benefits.

## **13. Exclusivity**


In a show of good faith in order to enter into this contract, School Steps agrees to not have any employees of School Steps Inc., who have been employed by Contracting Agency within the previous year, render services on School Steps Inc. behalf to Contracting Agency.

## **14. Unintended Closing**

Should school close on unscheduled days, for three days or more, Contracting Agency will pay School Steps based on the agreed upon rate of the contract.

THE PARTIES execute this AGREEMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**School Steps, Inc.**

By:  \_\_\_\_\_  
Matt Stringer, President

Date: 12/8/21

**Marysville Joint Unified School District**

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

Print Name: Jennifer Passaglia

Title: CBO

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

**Exhibit A  
Services and Rates  
2021-2022**

<b>Services</b>	<b>Rates</b>
Board Certified Behavioral Analyst	\$100.00/Hour

**Hours:** 1.0 FTE – 40 hours/week - total estimated amount of \$68,000 annually

This agreement is effective on October 26, 2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School Aldar Academy

LEA Case Manager: Name Adam Pitts Phone Number (530) 741-6112 x3623

Pupil Name OLSCHOWKA (Last) Kyle (First) E Sex: X M F Grade: 10th  
Address: 6066 ALPINE WAY City Marysville State/Zip CA, 95901

DOB 07/25/2006 Residential Setting: X Home Foster LCI # \_\_\_\_\_ OTHER \_\_\_\_\_

Parent/Guardian DAVID OLSCHOWKA Phone (530) 845-0250 (530) 8700527  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip CA, 95961  
(If different from student)

## AGREEMENT TERMS:

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

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$190

Estimated Number of Days 143 x Daily Rate \$190 = PROJECTED BASIC EDUCATION COSTS \$27,170

## 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			90min/month			
Counseling and guidance (515).		X		30min/week	\$95/hour	25	\$1,187.5
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							

Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		30 min/week	N/A		
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$28,357.5

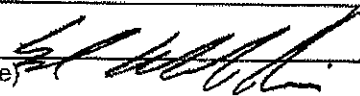

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 44,200.00

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.

<u>Aldar Academy</u> (Name of Nonpublic School/Agency)	<u>Marysville Joint Unified School District</u> (Name of LEA/SELPA)
 (Signature)	 (Signature)
12/3/2021 (Date)	 (Date)
<u>Ed Noskowski, President</u>	<u>Jennifer Passaglia, Chief Business Official</u>
<u>Ed Noskowski, President</u> (Name and Title)	<u>Jennifer Passaglia, Chief Business Official</u> (Name of Superintendent or Authorized Designee)

P22-01196

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

## MASTER CONTRACT

**2021-2022**

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,

MARYSVILLE JOINT UNIFIED SCHOOL

LEA- \_\_\_\_\_ DISTRICT \_\_\_\_\_

Contract Year 2021-2022 \_\_\_\_\_

☒ Nonpublic School  
☐ Nonpublic Agency

Type of Contract:

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

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

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

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

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



39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20
<b>IV. PERSONNEL</b>	
44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23
<b>V. HEALTH AND SAFETY MANDATES</b>	
49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25
<b>VI. FINANCIAL</b>	
56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

**2021-2022**

**CONTRACT NUMBER:**

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

District

**NONPUBLIC SCHOOL/AGENCY/RELATED**

**SERVICES PROVIDER:** Aldar Academy

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2021, between Marysville Joint Unified School District (MJUSD), hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Aldar Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (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 and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS/A. All NPS/A 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 NPS/A 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, 2021 to June 30, 2022 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 NPS/A. 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 this Contract, unless otherwise specified in this 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 NPS/A 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 "Contract" and is referred to as such in this document.

## ADMINISTRATION OF CONTRACT

### 8. NOTICES

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

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

### 9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA 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 Contract, 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 CONTRACTOR 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 NPS affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA 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 Contract 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 Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## 18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## 19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, 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 is or 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)**

The 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 NPS/A 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 NPS. 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 NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 NPS: (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 NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), 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. 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 NPA, 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 NPS, 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 NPA 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 NPS, 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 NPS 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 NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 NPS, 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 NPS 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 NPA, 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 NPA 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 NPS/A 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 NPS, 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, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained 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. 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.

### **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 NPS; 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 NPS 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 NPA 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 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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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.

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 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS 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 NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS, 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 NPS, 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 or 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 NPS, 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 NPS, 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 NPS/A. 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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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 with title 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 NPA 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 NPS/A 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 NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.



## HEALTH AND SAFETY MANDATES

### 49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### 50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### 51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### 52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

### 53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and

procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

#### **54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

### **FINANCIAL**

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. 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; LEA approved cost of each invoice; total for each service

and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

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

## 57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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 NPS, 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 NPA 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 NPA, 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. 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 NPS/A 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, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Aldar Academy  
Nonpublic School/Agency

Marysville Joint Unified School District  
LEA Name

DocuSigned by:  
Ed Noskowski 7/21/2021  
By: E7CAD40CFE4A480  
Signature Date

By: Penny Lauseng 8/10/21  
Signature Date

Ed Noskowski, President  
Name and Title of Authorized  
Representative

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

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Ed Noskowski, President	Name and Title Kristina Royer, Director of Student Services
Nonpublic School/Agency/Related Service Provider Aldar Academy	LEA Marysville Joint Unified School District
Address 4436 Engle Road	Address 1919 B Street
City State Zip Sacramento CA 95821	City State Zip Marysville CA 95901
Phone (916) 485-9685	Phone Fax (530) 749-6182 (530) 741-7850
Email ed@aldaracademy.org	Email kroyer@mjustd.k12.ca.us

Additional LEA Notification  
(Required if completed)

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		



**EXHIBIT A: 2021-2022 RATES**

**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: Aldar Academy  
The CONTRACTOR CDS NUMBER: 34 67447 6937999

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

Maximum Contract Amount: \$84,100.00

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: \$190.00
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$42.00</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$125.00</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>\$120.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u>\$95.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$95.00</u>	<u>hour</u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>

Audiological Services (720)

Specialized Vision Services (725)

Orientation and Mobility (730)

Specialized Orthopedic Services (740)

Reader Services (745)

Transcription Services (755)

Recreation Services, Including Therapeutic (760)

College Awareness (820)

Work Experience Education (850)

Job Coaching (855)

Mentoring (860)

Travel Training (870)

Other Transition Services (890)

Other (900)

Other (900)



Pearson

## QUOTE / PROFORMA

### Customer Bill-to:

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

**Customer Ship-to:**  
MARYSVILLE JOINT USD  
STUDENT SERVICES  
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 : 141381

Date : 19-NOV-2021

Customer Account# : 3908881

Sales Order Number : 141381

Customer PO# :  
Currency : USD

Shipment Terms : Paid

Customer Tax Number :  
Number of Pages : Page 1 of 2

Prices will be honored for 30 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

<b>Total Ordered Quantity (No. Of Items) :</b>		766
<b>Other Charges :</b>	USD	\$0.00
<b>Net Amount :</b>	USD	\$8,272.80
<b>Tax Total :</b>	USD	\$0.00
<b>Quote/Proforma Total :</b>	USD	\$8,272.80
<b>Amount Due :</b>	USD	\$8,272.80
<b>Make Checks Payable to:</b>		<b>REMITTANCE INFORMATION</b>
13036 COLLECTION CENTER DRIVE CHICAGO 60693 NCS Pearson, Inc.		<b>Bank Wire to:</b> Bank of America N A 071000039 A/C No: 8188105388 SWIFT : 071000039



Pearson

Quote/Proforma Number: 141381

Page 2 of 2

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
0150018304	NNAT3 ONLINE LICENSE - PLATFORM	766	10.80	NET		\$8,272.80

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

QUOTE/PROFORMA TOTALS		Subtotal	Total Other Charges	Total Tax	Total Due
	USD	\$8,272.80	USD	USD	USD
			\$0.00	\$0.00	\$8,272.80

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

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

*June*

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901		NOV 4 2021		<b>CDE GRANT NUMBER</b>		
		<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
		21	23068	72736	00	
<b>Attention</b> Gary Cena		<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>	
<b>Program Office</b>		<b>Resource Code</b>	<b>Revenue Object Code</b>		58	
<b>Telephone</b> 530-749-6102		7010	8590		<b>INDEX</b>	
<b>Name of Grant Program</b> 2021-22 Agricultural Career Technical Education Incentive Grant					0615	
<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>
	\$34,662		\$34,662		7/1/21	6/30/22
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	

I am pleased to inform you that you have been funded for the 2021-22 Agricultural Career Technical Education Incentive Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Diane Wong, Associate Governmental Program Analyst  
Career and College Transition Division  
California Department of Education  
1430 N Street, Suite 4202  
Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Diane Wong		<b>Job Title</b> Associate Governmental Program Analyst	
<b>E-mail Address</b> dwong@cde.ca.gov		<b>Telephone</b> 916-319-0484	
<b>Signature of the State Superintendent of Public Instruction or Designee</b> <i>[Signature]</i>		<b>Date</b> October 19, 2021	
<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> Fal Asrani, Ed.D.		<b>Title</b> Superintendent	
<b>E-mail Address</b> fasrani@mjUSD.k12.ca.us		<b>Telephone</b> 530-749-6101	
<b>Signature</b> <i>[Signature]</i>		<b>Date</b> 11-4-2021	

## GRANT AWARD NOTIFICATION (Continued)

Marysville Joint Unified School District has been funded for the 2021-22 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2020-21 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report is due in the Regional Supervisor's Office by October 15, 2021. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fg/fo/r17/agin21rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region  
JessaLee Goehring 209-639-2828 [jgoehring@cde.ca.gov](mailto:jgoehring@cde.ca.gov)
- Central Region  
Jill Sperling 559-303-3148 [jsperling@cde.ca.gov](mailto:jsperling@cde.ca.gov)
- San Joaquin Region  
Shay Williams-Hopper 559-740-3686 [swilliamshopper@cde.ca.gov](mailto:swilliamshopper@cde.ca.gov)
- South Coast Region  
Greg Beard 805-756-2402 [gbeard@calpoly.edu](mailto:gbeard@calpoly.edu)
- Southern Region  
Jackie Iolmo Jones 805-863-8481 [jiolmo@cde.ca.gov](mailto:jiolmo@cde.ca.gov)
- Superior Region  
Hugh Mooney 209-712-6692 [hmooney@cde.ca.gov](mailto:hmooney@cde.ca.gov)

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2021-22 application and original guidelines. The final 25 percent payment is expected to be released in April 2022.

School	1 <sup>st</sup> Payment	2 <sup>nd</sup> Payment	Total
Lindhurst HS	\$6,939	\$2,313	\$9,252
Marysville HS	\$14,083	\$4,694	\$18,777
S Lindhurst HS	\$4,975	\$1,658	\$6,633
Totals	\$25,997	\$8,665	34,662

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

# MJUSD Request for New Course

(Due no later than November 1<sup>st</sup>)

Course Type (Select One)	High School
Short Course Title (15 sp)	AVID - HS
Long Course Title (30 sp)	AVID High School
Default/Max Credit	<u>5</u> / <u>10</u>
CALPADS Course Code (4 digit number) <a href="https://docs.google.com/spreadsheets/d/19KlbpTGPx1-PIpml6Ci52Mz1QjmUED8mOUOtjqYQDUw/edit#gid=0">https://docs.google.com/spreadsheets/d/19KlbpTGPx1-PIpml6Ci52Mz1QjmUED8mOUOtjqYQDUw/edit#gid=0</a>	9211
College Prep (Select one)	Yes
Grade Range	7    8 <input checked="" type="checkbox"/> 9 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 11 <input checked="" type="checkbox"/> 12
Term (Select One)	Year
California Scholarship Foundation List (Select One) <a href="https://csf-cjsf.org/standardized-csf-course-lists/">https://csf-cjsf.org/standardized-csf-course-lists/</a>	
Subject Area 1 (Graduation Requirements)	Z- Electives
Subject Area 2 (Graduation Requirements)	
Subject Area 3 (Graduation Requirements)	
Course Level Type (Select One)	
Department (Select One)	Non Departmental
Alternate Sub Category (If Applicable) <a href="https://docs.google.com/spreadsheets/d/1Kv9FikQMaFihTtwK0I-4-eAF_9wvr9Wp65CbGbKPhB8/edit#gid=0">https://docs.google.com/spreadsheets/d/1Kv9FikQMaFihTtwK0I-4-eAF_9wvr9Wp65CbGbKPhB8/edit#gid=0</a>	
Content Standards (Select One)	1. Current Standard
UC/CSU Entrance (A-G)	G- College Preparatory Elective
UC/CSU Entrance- Honors (Select One)	G - College Preparatory Elective
Educational Services Approval (For Office Use Only)	DocuSigned by: <i>Amy Stratton</i> 3715AB284481458...
Board Approval (For Office Use Only)	
Course ID Number (Technology assigns after Board approval) (For Office Use Only)	NAAVIP

# Proposal for New High School Course

(Offered onsite)

Rationale for the course (include reasons for adding/ changing course):

MJUSD previously offered AVID electives courses to our students, but the course has not been active in recent years. It is important for our students to have access to a course that is dedicated to

Course description (include graduation or CSU/UC "A-G" requirement fulfillment):

Advancement Via Individual Determination (AVID) courses typically cover topics such as note-taking, organization, inquiry, writing, and time-management. AVID courses present lower-achieving students with the opportunity to gain additional tutoring and support to take college preparation courses to make them eligible for entry into a four-year college upon graduation.

Course goals (3-5 broad educational goals):

Students will develop and reinforce attitudes skills, and knowledge to successfully enter and complete a college prep academic program in high school.

Students will demonstrate adequate oral ability in front of a group through various report/demonstration activities and will demonstrate active listening skills by modeling appropriate responses, positive evaluations, note-taking products, and appropriate participation in classroom discussions

Students will develop and enhance academic survival skills in college-prep courses: enhance writing skills, demonstrate adequate note-taking skills and a knowledge of the several types of lectures, demonstrate adequate test taking skills, demonstrate adequate vocabulary development primarily through the use of the SAT vocabulary list, demonstrate a working knowledge of the general areas of study skills

California State Standards: (if not applicable, explain i.e. appropriate CTE standards):

CCSS Reading 1-10

CCSS Writing

CCSS College and Career Readiness Anchor Standards for Speaking and Listening

Instructional resources (textbooks-include publisher/year/edition, supplemental materials, technology, etc.  
Core textbook: Supplemental resources):

AVID Digital Library (available physical and online)

Is a new textbook required? ☐ Yes ☒ No

(If yes, complete the textbook/instructional materials approval form.)

[https://drive.google.com/open?id=1iXVbidiRsjA2BhvpToYsYi\\_MncGUQN0a](https://drive.google.com/open?id=1iXVbidiRsjA2BhvpToYsYi_MncGUQN0a)

☐ Form submitted with proposal.

☐ Form will be submitted independently.

UC A-G Application Submitted? ☐ Yes ☒ No

If no, when will the application be submitted? (Date) 09/01/2022

**Signature Page required**



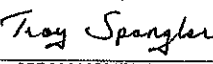
# Signature Page


Submitted by: Alicia Wright


Site: \_\_\_\_\_

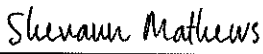
## Approved by:

New and revised courses require site principal and department agreement that the requested course is not currently described in AERIES under a different course ID and/or title.




Lindhurst High School Department Chair:  Date: 12/2/2021  
DocuSigned by: 0CD6A9A85247443...

Lindhurst High School Principal:  Date: 11/12/2021  
DocuSigned by: 3857CFF9287B497...

Marysville High School Department Chair:  Date: 11/29/2021  
DocuSigned by: 23ED5F7C78EA472...

Marysville High School Principal:  Date: 11/5/2021  
DocuSigned by: 4F11B901FF2E407...

## Reviewed by:

	By Phone	By Email	In Person	Date:
 Marysville Charter Academy Principal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>11/5/2021</u>
 South Lindhurst High School Principal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>11/4/2021</u>
 Community Day School Principal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>11/4/2021</u>
<input checked="" type="checkbox"/> District Parent Advisory Committee			In Person	<u>                    </u>

☒ District School Board Approval

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

# MJUSD Request for New Course

(Due no later than November 1<sup>st</sup>)

Course Type (Select One)	Middle School
Short Course Title (15 sp)	AVID - MS
Long Course Title (30 sp)	AVID - Middle School
Default/Max Credit	5 / 10
CALPADS Course Code (4 digit number) <a href="https://docs.google.com/spreadsheets/d/19KlbpTGPx1-PIpml6CI52Mz1QjmUED8mOUOtjqYQDUw/edit#gid=0">https://docs.google.com/spreadsheets/d/19KlbpTGPx1-PIpml6CI52Mz1QjmUED8mOUOtjqYQDUw/edit#gid=0</a>	9211
College Prep (Select one)	No
Grade Range	✓ 7   ✓ 8   9   10   11   12
Term (Select One)	Year
California Scholarship Foundation List (Select One) <a href="https://csf-cjsf.org/standardized-csf-course-lists/">https://csf-cjsf.org/standardized-csf-course-lists/</a>	
Subject Area 1 (Graduation Requirements)	Z- Electives
Subject Area 2 (Graduation Requirements)	
Subject Area 3 (Graduation Requirements)	
Course Level Type (Select One)	32- General (Pre K - Grade 12)
Department (Select One)	Non Departmental
Alternate Sub Category (If Applicable) <a href="https://docs.google.com/spreadsheets/d/1Kv9FikQMaFihTtwK0I-4-eAF_9wvr9Wp65CbGbKPhB8/edit#gid=0">https://docs.google.com/spreadsheets/d/1Kv9FikQMaFihTtwK0I-4-eAF_9wvr9Wp65CbGbKPhB8/edit#gid=0</a>	
Content Standards (Select One)	1. Current Standard
UC/CSU Entrance (A-G)	
UC/CSU Entrance- Honors (Select One)	
Educational Services Approval (For Office Use Only)	
Board Approval (For Office Use Only)	
Course ID Number (Technology assigns after Board approval) (For Office Use Only)	

# Proposal for New High School Course

## (Offered onsite)

Rationale for the course (include reasons for adding/changing course):

Advancement Via Individual Determination (AVID) provides many skills needed to help students prepare for college and career readiness, using an equitable, student-centered approach. During the AVID elective course, students receive additional academic, social, and emotional support to help them succeed in rigorous coursework. Language and literacy needs are addressed and supported, which is especially beneficial for our English language learners.

Course description (include graduation or CSU/UC "A-G" requirement fulfillment):

Students will develop and reinforce attitudes skills, and knowledge to successfully enter and complete a college prep academic program in high school. Students will learn and apply study skills and learning strategies to improve performance in the content areas: Note taking, outlining, writing, speaking, reading, test strategies and the use of technology to improve performance will be stressed.

Course goals (3-5 broad educational goals):

Students will develop and enhance academic survival skills in college-prep courses: enhance writing skills, demonstrate adequate note-taking skills and a knowledge of the several types of lectures, demonstrate adequate test taking skills, demonstrate adequate vocabulary development primarily through the use of the SAT vocabulary list, demonstrate a working knowledge of the general areas of study skills (learning theory, test taking, time management, reading, reviewing, note along listening etc.)

Students will be exposed to the college environment through field trips, guest speakers college tutors alumni teacher's personal experiences, and use of technology to access college web pages on the Internet and virtually explore college life

Students will participate in motivational and self-esteem building activities

Students will demonstrate adequate oral ability in front of a group through various report/demonstration activities and will demonstrate active listening skills by modeling appropriate responses, positive evaluations, notetaking products, and appropriate participation in classroom discussions

Students will successfully work in collaborative groups

California State Standards: (if not applicable, explain i.e. appropriate CTE standards):

Reading: Informational Text  
Speaking and Listening

Instructional resources (textbooks-include publisher/year/edition, supplemental materials, technology, etc.  
Core textbook: Supplemental resources):

AVID Digital Library (available physical and online)

Is a new textbook required? ☐ Yes ☒ No

(If yes, complete the textbook/instructional materials approval form.)

[https://drive.google.com/open?id=1iXVbidiRsjA2BhvpToYsYi\\_MncGUQN0a](https://drive.google.com/open?id=1iXVbidiRsjA2BhvpToYsYi_MncGUQN0a)

☐ Form submitted with proposal. ☐ Form will be submitted independently.

UC A-G Application Submitted? ☐ Yes ☐ No N/A

If no, when will the application be submitted? (Date) \_\_\_\_\_

**Signature Page required**

# Signature Page

Submitted by: Alicia Wright

Site: \_\_\_\_\_

## Approved by:

New and revised courses require site principal and department agreement that the requested course is not currently described in AERIES under a different course ID and/or title.

McKenney Intermediate School Principal: Joe Seiler Date: 11/9/2021  
DocuSigned by: 953B88788EC34B6...

Foothill Intermediate School Principal: Ashley Vette Date: 11/12/2021  
DocuSigned by: 07D4DF10287F418...

Yuba Gardens Principal Jim Hays Date: 11/4/2021  
DocuSigned by: 98E7F027C20B46E...

MCAA Principal: Tim Malone Date: 11/5/2021  
DocuSigned by: DF2BC7A78B8F477...

## Reviewed by:

By Phone By Email In Person

<input checked="" type="checkbox"/> Foothill Intermediate Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: <u>11/12/2021</u>
<input checked="" type="checkbox"/> McKenney Intermediate Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: <u>11/9/2021</u>
<input checked="" type="checkbox"/> Yuba Gardens Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: <u>11/4/2021</u>
<input checked="" type="checkbox"/> MCAA Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: <u>11/5/2021</u>

☐ District Advisory Committee Approval

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

☐ District School Board Approval

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

## ReqPay11h

## Board Report with Fund-Object-Resource by Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Abe Lincoln (50)</b>				
P22-01916	AMAZON.COM	Supplies	01-4300-0004	606.05
P22-02272	AMAZON.COM	Supplies ABL	01-4300-1100	647.71
<b>Total Location</b>				<b>1,253.76</b>

<b>Location Accounting/Payroll (103)</b>				
P22-02030	MJUSD REVOLVING CASH	Petty Cash Reimbursement	01-4300-0000	15.41

<b>Location After School Program (107)</b>				
P22-01897	AMAZON.COM	Arboga STARS	01-4300-6010	68.31
P22-01898	AMAZON.COM	Johnson Park STARS	01-4300-6010	18.38
P22-01899	AMAZON.COM	Olivehurst STARS	01-4300-6010	73.49
P22-01900	OFFICE DEPOT B.S.D.	Covillaud STARS	01-4300-6010	69.92
P22-01904	OFFICE DEPOT B.S.D.	Linda STARS	01-4300-6010	114.73
P22-01905	AMAZON.COM	Cedar Lane STARS	01-4300-6010	32.46
P22-01906	OFFICE DEPOT B.S.D.	Dobbins STARS	01-4300-6010	105.72
P22-01912	AMAZON.COM	Yuba Gardens ASES	01-4300-6010	34.58
P22-01914	OFFICE DEPOT B.S.D.	BV/FH STARS/ASES	01-4300-6010	436.22
P22-01915	AMAZON.COM	BV/FH STARS/ASES	01-4300-6010	622.28
P22-01928	NWN CORPORATION	M404dn Printer	01-4300-6010	360.26
P22-01985	AMAZON.COM	Yuba Gardens McKenney ASES	01-4300-6010	173.09
P22-01991	AMAZON.COM	Yuba Gardens ASES	01-4300-6010	35.16
P22-01992	AMAZON.COM	Edgewater STARS	01-4300-6010	242.75
P22-02212	CDW-G COMPUTER CENTER	Laptops	01-4410-6010	2,305.99
P22-02229	AMAZON.COM	Johnson Park STARS	01-4300-6010	196.14
P22-02230	AMAZON.COM	Ella STARS	01-4300-6010	282.22
P22-02291	AMAZON.COM	Cedar Lane STARS	01-4300-6010	222.88
<b>Total Location</b>				<b>5,394.58</b>

<b>Location Arboga Elementary (01)</b>				
P22-01811	AMAZON.COM	Classroom Supplies	01-4300-0003	179.84
P22-01834	US GAMES	Classroom Supplies	01-4300-1100	155.88
P22-01836	OFFICE DEPOT B.S.D.	Classroom materials	01-4300-1100	10.03

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Arboga Elementary (01) (continued)</b>				
P22-01845	AMAZON.COM	Classroom materials	01-4300-1100	71.42
P22-01849	AMAZON.COM	Classroom Materials	01-4300-1100	90.92
P22-01859	AMAZON.COM	Drawing bags	01-4300-1100	23.48
P22-01933	MATH OLYMPIADS (MOEMS)	MATH OLYMPIADS (4TH-6TH)STRAOLZINI /REGISTRATION	01-5801-0003	119.00
P22-01939	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	959.19
P22-01941	AMAZON.COM	Classroom Supplies A Lattuca	01-4300-0003	79.51
P22-02076	AMAZON.COM	Classroom materials for MR Anthony	01-4300-1100	109.03
P22-02085	AMAZON.COM	Classroom Supplies	01-4300-1100	44.30
P22-02140	IXL Learning, Inc.	IXL Math Software Site License	01-5801-3010	5,000.00
P22-02141	AMAZON.COM	Classroom Supplies	01-4300-1100	277.88
P22-02191	AMAZON.COM	Classroom Materials	01-4300-1100	48.70
P22-02206	AMAZON.COM	classroom materials	01-4300-0003	43.29
P22-02224	AMAZON.COM	Printer SPED O'Rourke	01-4300-1100	28.15
			01-4300-3010	376.16
<b>Total Location</b>				<b>7,616.78</b>
<b>Location: Browns Valley Elementary (03)</b>				
P22-01853	AMAZON.COM	Judee, books	01-4300-1100	154.55
P22-01924	AMAZON.COM	Health Svcs-Tina	01-4300-3215	92.54
P22-01977	AMAZON.COM	Counseling Dept	01-4300-3216	27.44
P22-02036	OFFICE DEPOT B.S.D.	Nurse, Norby, Cherry	01-4300-1100	622.65
P22-02057	AMAZON.COM	Counseling	01-4300-3216	41.02
P22-02156	SWIS	PBIS Annual License	01-5801-0003	350.00
P22-02286	AMAZON.COM	Counselor	01-4300-3216	108.09
<b>Total Location</b>				<b>1,396.29</b>
<b>Location: Business Services (106)</b>				
P22-01910	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2008 Series 2009	25-5801-9010	795.00
P22-01930	FAGEN, FRIEDMAN, FULFROST LLP	General Legal Services	01-5830-0000	6,827.74
P22-01931	NCSIG	Claim #2100731 5/6/21 Property Damage	01-5451-0000	269.00
P22-02019	COOPERATIVE STRATEGIES LLC	Demographic Study	25-5801-9010	16,500.00
P22-02158	NCSIG	Claim #220025 5/6/21 Property Damage	01-5451-0000	1,854.81

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Business Services (106) (continued)</b>				
P22-02185	NCSIG	Add Building at Mokenney and JP	01-5450-0000	946.00
P22-02186	RECLAMATION DISTRICT 784	Levee and Internal Drainage O & M	01-5890-0000	39,895.86
P22-02279	EIP Holdings II, LLC	Emergency Radio System License	01-5801-0004	3,512.00
<b>Total Location</b>				<b>70,600.41</b>
<b>Location: Categorical (203)</b>				
P22-01911	AMAZON.COM	materials for Homeless Advocate	01-4300-5630	49.77
P22-01932	SAM'S CLUB DIRECT	Random Acts of Kindness	01-4300-5632	5,000.00
P22-02029	CDW-G COMPUTER CENTER	Adobe Pro License/Martinez	01-5801-0003	110.57
<b>Total Location</b>				<b>5,160.34</b>
<b>Location: Cedar Lane Elementary (05)</b>				
P22-02048	OLIVER WORLDCLASS LABS	Straolizini	01-4300-0004	234.01
<b>Location: Charter Academy For Fine Arts (42)</b>				
P22-02113	Houghton Mifflin Harcourt	Avancemos 2013 Level 1 & 2	09-4100-0000	68.52
P22-02204	AMAZON.COM	English Supplies - Fridrich	09-4300-1100	311.04
P22-02205	AMAZON.COM	Supplies - PE	09-4300-0004	105.94
<b>Total Location</b>				<b>485.50</b>
<b>Location: Child Development (51)</b>				
P22-01823	AMAZON.COM	OLV PRE RM A - Jocelyn	12-4300-6105	60.46
P22-01826	AMAZON.COM	PRE class supplies Kyn/Cov	12-4300-6105	196.37
P22-01827	OFFICE DEPOT B.S.D.	Child Dev supplies	12-4300-6105	105.13
P22-01847	AMAZON.COM	CLE PRE - Dao Scott	12-4300-6105	269.94
P22-01850	AMAZON.COM	OLV PRE RM B - Maria Jacobo	12-4300-6105	249.45
P22-01858	4IMPRINT, INC.	Shirts and table covers	12-4300-6105	2,172.97
P22-01878	OFFICE DEPOT B.S.D.	Toner - LIN PRE RM 303- Belle Martinez	12-4300-6105	85.80
P22-01879	OFFICE DEPOT B.S.D.	CHILD DEV	12-4300-6105	51.94
P22-01937	PARENT INSTITUTE	KWOODS PRE Newsletter Subscription	12-4300-6105	358.00
P22-01948	AMAZON.COM	COV PRE RM A-Kang Soung	12-4300-6105	64.95
P22-01954	AMAZON.COM	Linda PRE RM 303 Supplies Isabel Martinez	12-4300-6105	109.66
P22-01955	AMAZON.COM	Kynoch Pre Supplies Carmen Mota	12-4300-6105	12.98

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

ESCAPE ONLINE

Page 3 of 21

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>LOCATION: Child Development (51) (continued)</b>				
P22-01971	DEPT OF SOCIAL SERVICES COM.CARE LIC/LIC.FEE CLERK	Child Development	12-5801-6105	3,267.00
P22-01972	APPLE COMPUTER INC	iPad Minis	12-4300-6105	10,780.94
P22-02022	AMAZON.COM	OLV PRE RM A- Jocelyn Padilla	12-4300-6105	136.51
P22-02040	AMAZON.COM	PRE Supplies for Olive Heidi and Kyn Carmen	12-4300-6105	216.12
P22-02068	AMAZON.COM	Kwoods PRE Supplies	12-4300-6105	190.48
P22-02180	AMAZON.COM	OLV PRE RM A - Jocelyn Padilla	12-4300-6105	141.11
P22-02181	OFFICE DEPOT B.S.D.	Child Dev- office supplies	12-4300-6105	152.04
P22-02189	AMAZON.COM	OLV PRE RM C- Heidi Oliver	12-4300-6105	64.56
P22-02200	OFFICE DEPOT B.S.D.	YF PRE Toner Rhonda Lococo	12-4300-6105	171.60
P22-02213	OFFICE DEPOT B.S.D.	Kwoods PRE Supplies RM 105	12-4300-6105	234.42
P22-02253	OFFICE DEPOT B.S.D.	Child Dev	12-4300-6105	137.37
P22-02254	OFFICE DEPOT B.S.D.	Kwoods PRE Supplies RM 105	12-4300-6105	67.30
<b>Total Location</b>				<b>19,297.10</b>
<b>LOCATION: Community Day School (54)</b>				
P22-01854	OFFICE DEPOT B.S.D.	Per Mr. Gray - Art Supplies	01-4300-0003	653.17
P22-02173	CDW-G COMPUTER CENTER	Chromebook Locks	01-4300-1100	205.68
P22-02184	AMAZON.COM	Per Mr. Gray - Art and Photography supplies	01-4300-0003	452.71
<b>Total Location</b>				<b>1,311.56</b>
<b>LOCATION: Cordia Elementary (07)</b>				
P22-01842	AMAZON.COM	PBIS Items - Brainer	01-4300-1100	297.58
P22-02038	AMAZON.COM	Health Services Mini Fridge	01-4300-3215	92.54
P22-02148	AMAZON.COM	Classroom Items - Hansard	01-4300-0003	341.58
P22-02151	AMAZON.COM	Comb Bindings - Bennett	01-4300-0003	14.46
P22-02153	SWIS	SWIS Subscription	01-5801-0003	291.66
P22-02202	AMAZON.COM	Library Books	01-4200-3010	755.42
P22-02207	AMAZON.COM	Lamination Film - Rafiq	01-4300-3216	28.35
<b>Total Location</b>				<b>1,821.59</b>
<b>LOCATION: Covillaud Elementary (09)</b>				
P22-01828	WALKER'S OFFICE SUPPLIES	Bookcases	01-4300-1100	889.17
P22-01946	AMAZON.COM	Misc. Admin Supplies	01-4300-1100	381.79

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM



Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Covilaud Elementary (09) (continued)</b>				
P22-01947	OFFICE DEPOT B.S.D.	Admin supplies	01-4300-1100	15.90
P22-01968	EATON INTERPRETING SERVICES	Sign-Language Interpreter	01-5801-1100	110.00
P22-01988	Global Vending Group Inc.	Book Vending Machine Coins	01-4300-7425	118.25
P22-01995	MCGRAW-HILL SCHOOL EDUCATION	WonderWorks Subscription	01-5801-7425	38,950.32
P22-02001	OFFICE DEPOT B.S.D.	Classroom toner	01-4300-0003	846.30
P22-02003	AMAZON.COM	SPED Student Behavior Plan	01-4300-6500	40.37
P22-02004	AMAZON.COM	After-school Club Supplies	01-4300-7425	818.38
P22-02007	OFFICE DEPOT B.S.D.	Printer Ink	01-4300-1100	119.06
P22-02023	AMAZON.COM	Counselor materials	01-4300-3216	24.54
P22-02066	AMAZON.COM	Library Books	01-4200-0003	368.88
P22-02072	OFFICE DEPOT B.S.D.	Admin supplies	01-4300-1100	61.07
P22-02240	Generation Genius	Math & Science Subscription	01-5801-7425	175.00
<b>Total Location</b>				<b>42,919.03</b>
<b>Location: Dobbins Elementary (11)</b>				
P22-01936	USI	Dobbins Laminating film	01-4300-1100	219.52
P22-01953	OFFICE DEPOT B.S.D.	Dobbins	01-4300-0004	132.04
P22-02121	OFFICE DEPOT B.S.D.	Dobbins Elementary School	01-4300-1100	144.15
<b>Total Location</b>				<b>495.71</b>
<b>Location: Edgewater Elementary (12)</b>				
P22-01952	AMAZON.COM	Kindergarten	01-4300-0004	55.44
P22-02010	AMAZON.COM	Esselman/Hatridge-Pencil Grip	01-4300-1100	48.70
P22-02039	AMAZON.COM	Hunter/RSP Teacher	01-4300-6500	80.90
P22-02065	SUTTER BUTTES COMMUNICATIONS	Radios & Earpieces	01-4300-1100	1,139.87
P22-02067	AMAZON.COM	Printer Cartridge/P21	01-4300-0003	280.36
P22-02074	APPLE COMPUTER INC	iPads 9th Gen	01-4300-0004	3,920.34
P22-02282	COMPLETE BOOK AND MEDIA SUPPLY	Books	01-4300-3010	291.61
<b>Total Location</b>				<b>5,817.22</b>
<b>Location: Elia Elementary (13)</b>				
P22-01809	NIMCO, INC.	Red Ribbon Week	01-4300-9010	350.75
P22-01813	AMAZON.COM	Toner	01-4300-0003	144.54

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Ella Elementary (13) (continued)</b>				
P22-01870	EXPLORELEARNING, LLC	Reflex Online License	01-5801-3010	3,795.00
P22-01880	AMAZON.COM	Pic Clips and Phone Cords	01-4300-1100	45.19
P22-01970	ACCO BRANDS USA LLC	Ella Maintenance 21-22	01-5621-1100	526.74
P22-02005	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0004	93.25
P22-02011	Home Depot USA, Inc.	Janitorial	01-4300-1100	270.34
P22-02012	Martin H Salter	Fingerprint Reimb	01-5810-3010	72.00
P22-02021	AMAZON.COM	Book Vending Machine	01-4300-0003	1,568.27
P22-02084	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	56.08
P22-02115	AMAZON.COM	Ice Machine	01-4300-1100	508.76
P22-02211	COMPLETE BOOK AND MEDIA SUPPLY	Books	01-4300-0003	214.95
P22-02232	COMPLETE BOOK AND MEDIA SUPPLY	SEL Books	01-4300-0003	4,036.77
P22-02251	AMAZON.COM	Keyboards & Mouse	01-4300-3010	162.33
P22-02252	AMAZON.COM	Classroom Supplies	01-4300-0003	506.48
P22-02274	Home Depot USA, Inc.	Graffiti Cleaning Solution	01-4320-1100	100.00
P22-02277	Nearpod, Inc.	Fluocubulary	01-5801-3010	1,770.33
P22-02281	AMAZON.COM	Popcorn	01-4300-1100	70.26
<b>Total Location</b>				<b>14,292.04</b>
<b>Location: Facilities (66)</b>				
P22-02174	KRAZAN & ASSOCIATES, INC.	In Plant Inspector Energy Services	01-6240-0010	67,598.00
P22-02182	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	8196-Atboga K-8th Encroachment Permit Fee	25-6173-9010	207,816.65
P22-02183	RECLAMATION DISTRICT 784	8196-Atboga K-8th Reclamation Plan Check Fee	25-6173-9010	2,350.00
<b>Total Location</b>				<b>277,764.65</b>
<b>Location: Foothill Intermediate (35)</b>				
P22-01829	AMAZON.COM	Supplies	01-4300-0004	206.14
P22-01903	AMAZON.COM	Library Ink	01-4300-3010	327.63
P22-02042	OFFICE DEPOT B.S.D.	Supplies	01-4300-0004	228.72
P22-02043	OFFICE DEPOT B.S.D.	Cords & batteries	01-4300-1100	67.27
P22-02044	NWN CORPORATION	HP M227fdw Printer (Counselor)	01-4300-1100	278.82
P22-02083	AMAZON.COM	DVD - Rm. 10	01-4300-3010	21.64
P22-02086	SMILE BUSINESS PRODUCTS, INC.	Copier Staples	01-4300-0003	169.13

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

ESCAPE ONLINE

Page 6 of 21

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Foothill Intermediate (35) (continued)</b>				
P22-02114	AMAZON.COM	TUPE Supplies	01-4300-6690	249.42
P22-02146	EVOLUTION LABS	Navigate360 (see attached quote)	01-5801-0003	3,518.13
P22-02208	AMAZON.COM	Office Supplies	01-4300-1100	109.21
P22-02280	AMAZON.COM	Custodial Supplies	01-4320-0000	42.15
<b>Total Location</b>				<b>5,218.26</b>
<b>Location: Grounds (65)</b>				
P22-01833	AMAZON.COM	GROUND/ MAURICE NEGUELOUA	01-4300-0000	71.42
P22-01888	AMAZON.COM	GROUNDS/ INK FOR PRINTER	01-4300-0000	109.21
P22-02236	TWIN CITIES TREE SERVICE	Grounds/Linda Elementary	01-5801-0000	1,600.00
<b>Total Location</b>				<b>1,780.63</b>
<b>Location: Health/Nurse (205)</b>				
P22-02172	VERIZON WIRELESS	Upgrade - iPhone12 Tammy Forrest	01-4300-0000	305.99
<b>Location: Indian Education (108)</b>				
P22-01814	Steven Smiley	Cultural class films	01-5801-4510	300.00
P22-01982	ADVANCED DOCUMENT CONCEPTS	Indian Ed Copier	01-4450-4510	5,964.58
P22-01983	Dulce Avelar	cultural class	01-5801-4510	125.00
P22-01984	AMAZON.COM	cultural classes	01-4300-4510	357.10
P22-02079	HOME DEPOT	Open PO Cultural class supplies	01-4300-4510	1,000.00
P22-02080	LOWES HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Open PO cultural class supplies	01-4300-4510	1,000.00
P22-02081	AMAZON.COM	cultural class	01-4300-4510	1,000.91
P22-02091	AMAZON.COM	cultural classes	01-4300-4510	286.89
P22-02092	AMAZON.COM	cultural classes	01-4300-4510	130.71
P22-02093	AMAZON.COM	cultural classes	01-4300-4510	81.67
P22-02167	DICK BLICK COMPANY	cultural classes	01-4300-4510	725.88
P22-02216	MARCIE ROSE	cultural class	01-5801-4510	125.00
P22-02218	AMAZON.COM	T.E.K. cultural classes	01-4300-4510	1,021.44
P22-02222	AMAZON.COM	T.E.K Cultural Classes	01-4300-4510	1,119.61
P22-02264	AMAZON.COM	cultural class	01-4300-4510	755.56
<b>Total Location</b>				<b>13,994.35</b>

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Johnson Park Elementary (15)</b>				
P22-01838	EDMENTUM	Edmentum for SLHS 2021-22	01-5801-3216	6,666.36
P22-01872	MCGRAW-HILL SCHOOL EDUCATION	1st grade TE for JPE	01-4100-0004	685.97
P22-01873	HOUGHTON MIFFLIN HARCOURT	GoMath TE's	01-4100-0004	388.46
P22-01998	COMPLETE BOOK AND MEDIA SUPPLY	Books	01-4300-4203	148.66
P22-02082	AMAZON.COM	Headset for Adriana	01-4300-0000	121.34
P22-02129	OFFICE DEPOT B.S.D.	color ink	01-4300-0000	1,028.29
P22-02210	UNIVERSITY OF OREGON CENTER ON TEACHING & LEARNING	Leadership Guide	01-4300-4035	200.00
P22-02234	CORE	CORE Reading Academy	01-5801-7425	5,800.00
P22-02275	MCGRAW-HILL SCHOOL EDUCATION	Wonders ELD	01-4100-4203	3,375.09
<b>Total Location</b>				<b>18,414.17</b>
<b>Location Kynoch Elementary (17)</b>				
P22-01837	AMAZON.COM	Counselor Supplies	01-4300-3216	167.79
P22-01867	OFFICE DEPOT B.S.D.	Ms. Cachtu PBIS Supplies	01-4300-0003	69.15
P22-01980	AMAZON.COM	Webcam	01-4300-1100	21.64
P22-02016	AMAZON.COM	Webcams	01-4300-1100	86.56
P22-02258	OFFICE DEPOT B.S.D.	Teacher Supplies	01-4300-0004	220.19
P22-02269	AMAZON.COM	Mrs Chao	01-4300-1100	164.91
P22-02283	AMAZON.COM	Books	01-4300-0003	58.00
P22-02289	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	41.78
<b>Total Location</b>				<b>830.02</b>

<b>Location Kynoch Elementary (17)</b>				
P22-01817	HAPPY NUMBERS, INC.	MORRISON, HAPPY NUMBERS SITE LICENSE	01-5801-3010	2,354.44
P22-01818	AMAZON.COM	RM 22, AMAZON ORDER	01-4300-0003	167.33
P22-01821	OFFICE DEPOT B.S.D.	RM 26, OFFICE DEPOT ORDER	01-4300-0003	79.11
P22-01855	OFFICE DEPOT B.S.D.	BILLIE & OFFICE, INK	01-4300-1100	291.45
P22-01868	AMAZON.COM	RM 27, AMAZON ORDER	01-4300-0003	281.92
P22-01889	AMAZON.COM	RENU, SPEECH WOBBLE SEATS	01-4300-0004	16.22
P22-01894	VOYAGER SOPRIS LEARNING, INC.	RM 27, CLASSROOM BOOKS	01-4300-0003	234.02
P22-01921	AMAZON.COM	OFFICE, COLORED WHITE BOARD MARKERS	01-4300-1100	8.65
P22-01925	AMAZON.COM	RM9 AMAZON ORDER	01-4300-0003	29.30

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

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Kynoch Elementary (17) (continued)</b>				
P22-01926	OFFICE DEPOT B.S.D.	RM 22, paper, RM 27 golf pencils OFFICE DEPOT	01-4300-0003	39.84
P22-01927	HANDWRITING WITHOUT TEARS	RM 1 LEARNING WITHOUT TEARS	01-4300-0003	435.63
P22-01976	OFFICE DEPOT B.S.D.	Justie 202A / RM 22 INK	01-4300-1100	346.10
P22-02031	AMAZON.COM	OFFICE FLYER ORGANIZER	01-4300-1100	24.79
P22-02051	AMAZON.COM	RM 27, AMAZON	01-4300-0003	15.05
P22-02053	OFFICE DEPOT B.S.D.	RM 22, OFFICE DEPOT ORDER	01-4300-0003	22.60
P22-02144	TROXELL COMMUNICATIONS, INC.	Conf Room Tech	01-4300-3010	321.50
P22-02159	Waterboy Graphics LLC	MORRISON, WATERBOY	01-4410-3010	804.89
P22-02199	AMAZON.COM	MORRISON, MOTOROLA BATTERIES	01-4300-0004	4,004.17
P22-02215	AMAZON.COM	RM 11 STOOLS FROM AMAZON	01-4300-1100	313.91
P22-02217	AMAZON.COM	RM 14 BOOK ORDER AMAZON	01-4300-0003	303.04
P22-02221	REALLY GOOD STUFF, LLC	RM 2, REALLY GOOD STUFF	01-4300-7425	265.95
P22-02225	AMAZON.COM	RM 1, AMAZON ORDER	01-4300-7425	115.21
P22-02226	OFFICE DEPOT B.S.D.	RM 21, OFFICE DEPOT ORDER	01-4300-0003	205.57
P22-02285	OFFICE DEPOT B.S.D.	RM 22, OFFICE DEPOT	01-4300-7425	151.11
P22-02292	AMAZON.COM	JULIE T, CABLE FOR KYNOCH NEWS	01-4300-0003	28.13
			01-4300-3010	11.57
<b>Total Location</b>				<b>10,871.50</b>
<b>Location Linda Elementary (19)</b>				
P22-01890	KING CLOTHING ATTN: ZAK KING	First grade shirts	01-4300-9010	834.61
P22-01901	LEARNING A-Z	Learning A-Z 1 year renewal	01-5801-0003	2,100.00
P22-01996	I Know It	I Know It/2nd & 3rd gr/1 yr.	01-5801-0003	1,200.00
P22-01997	CDW-G COMPUTER CENTER	14" Touchscreen Chromebooks	01-4300-3010	24,315.85
P22-01999	Pacific Office Automation	Riso S8113U ink and master	01-4300-0003	297.99
P22-02000	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	31,880.00
P22-02069	AMAZON.COM	Eggar Supplies	01-4300-1100	292.22
P22-02145	INLAND BUSINESS SYSTEMS	Linda School Copier Maint. 21-22 SY	01-5621-0003	400.00
<b>Total Location</b>				<b>61,320.67</b>
<b>Location Lindhurst High (43)</b>				
P22-01810	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	544.32

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

# ReqPay11h

# Board Report with Fund-Object-Resource by Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P22-01812	AMAZON.COM	Technology Supplies	01-4300-0003	60.56
P22-01935	EDULASTIC	EduLastic	01-5801-3010	700.00
P22-01940	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	38.92
P22-01943	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	43.23
P22-01944	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	244.19
P22-01945	AMAZON.COM	ORC Supplies	01-4300-0000	281.44
P22-01949	AMAZON.COM	Classroom Supplies/Math	01-4300-0000	187.19
P22-01950	OFFICE DEPOT B.S.D.	Classroom Supplies/Math	01-4300-0003	85.80
P22-01959	Sac Valley Golf Cars	Golf Cart Repair	01-5641-0000	1,214.33
P22-01965	LINCOLN ELECTRIC COMPANY	LHS CTE AGR/ HIDALGO	01-4300-6388	679.94
P22-01967	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	325.06
P22-01969	Bi-County Ambulance Service	Football 9/3 Game	01-5801-0000	450.00
P22-02008	AMAZON.COM	Classroom Supplies/Levit	01-4300-0004	284.10
P22-02009	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	233.52
P22-02063	FLINN SCIENTIFIC INC	Classroom Supplies/Keams	01-4300-0003	128.55
P22-02073	AMAZON.COM	Classroom Supplies	01-4300-0000	56.14
P22-02087	FREDRIC H. JONES & ASSOCIATES	Tools for Teaching Books	01-4300-3010	793.17
P22-02088	Edpuzzle Inc.	Edpuzzle	01-5801-3010	1,750.00
P22-02105	NASCO	LHS CTE AGR/HIDALGO ALVAREZ	01-4300-6387	8,637.70
P22-02147	AMAZON.COM	Classroom Supplies/Science	01-4410-6387	1,472.83
P22-02150	OFFICE DEPOT B.S.D.	Classroom Supplies/Science	01-4300-0003	44.00
P22-02152	AMAZON.COM	Classroom Supplies/Lamas	01-4300-0003	263.44
P22-02177	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	192.15
P22-02178	OFFICE DEPOT B.S.D.	Classroom Supplies/Swarm (ED)	01-4300-6500	129.18
P22-02179	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	44.10
P22-02241	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	Classroom Supplies	01-4300-0000	111.67
P22-02249	OFFICE DEPOT B.S.D.	Leadership Packets Hidalgo	01-4300-7010	2,010.00
P22-02278	YUBA SUTTER REGIONAL ART COUNC	Office Supplies	01-4300-0000	60.60
		Tree Project	01-4300-0000	1,000.00

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BR/AN/1), Nov 30 2021 9:08AM

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Loma Rica Elementary (21)</b>				
P22-02041	AMAZON.COM	Office Supplies	01-4300-1100	39.44
P22-02056	AMAZON.COM	Earbuds for Students	01-4300-0003	64.94
P22-02266	AMAZON.COM	Office Supplies	01-4300-1100	43.78
<b>Total Location</b>				<b>22,066.13</b>
<b>Location: Maintenance (63)</b>				
P22-01839	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Linda Asbestos and Lead Inspection	01-5801-8150	821.50
P22-01840	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/MHS Asbestos and Lead Inspection	01-5801-8150	721.50
P22-01843	AMAZON.COM	MAINTENANCE/ERIC HANSARD	01-4300-8150	29.30
P22-01871	DECKER EQUIPMENT/SCHOOL FIX	Maintenance/Dave Huelt	01-4300-8150	492.61
P22-01874	AMERICAN TIME	Maintenance/Matt Hall	01-4300-8150	2,832.12
P22-01875	CAL-WEST CONCRETE CUTTING, INC.	Maintenance/District Office Security Room	01-5801-8150	290.00
P22-01960	FEDERAL EXPRESS CORP	MAINTENANCE/2021-2022	01-5910-8150	250.00
P22-01961	FEATHER RIVER AIR QUALITY	Maintenance/Annual Permit 21009-2022 2021-2022	01-5890-8150	490.83
P22-01962	FEATHER RIVER AIR QUALITY	Maintenance/Annual Permit 23186-2022 2021-2022	01-5890-8150	586.23
P22-01963	FEATHER RIVER AIR QUALITY	Maintenance/Annual Permit 23192-2022 2021-2022	01-5890-8150	475.63
P22-01964	FEATHER RIVER AIR QUALITY	Maintenance/Annual Permit 23212-2022 2021-2022	01-5890-8150	463.05
P22-02064	WIKE RESTORATION INC.	Maintenance/ MHS / LINDA	01-5801-8150	12,000.00
P22-02175	CHATFIELD-CLARKE CO., INC.	Maintenance/Stock	01-4300-8150	4,683.11
P22-02190	CARPET II INC. DBA PREMIER FLOORS	Maintenance/District Office Room#111	01-5801-8150	2,337.72
P22-02233	ADVANCED INTEGRATED PEST MANAGEMENT	Maintenance/IP and LHS Wildlife Removal	01-5801-8150	1,170.00
P22-02242	COST U LESS PLUMBING	Maintenance/Marysville High School	01-5801-8150	22,700.00
P22-02243	RJ Commercial Flooring Co	Maintenance/District Office Corridor 202	01-5801-8150	11,448.00
P22-02244	RJ Commercial Flooring Co	Maintenance/Lindhurst High Room C205	01-5801-8150	6,178.00
P22-02245	RJ Commercial Flooring Co	Maintenance/Lindhurst High Room C207	01-5801-8150	6,097.00
P22-02246	RJ Commercial Flooring Co	Maintenance/Kynoch ES Room #9	01-5801-8150	9,463.00
P22-02247	RJ Commercial Flooring Co	Maintenance/Cedar Lane Rooms P202 P203	01-5801-8150	14,730.00
P22-02248	VOLTAGE SPECIALISTS	Maintenance/Covillaud Preschool	01-5801-8150	8,650.00
P22-02276	MCCUMBERS GLASS	Maintenance/DO Categorical Programs	01-5642-8150	52,583.11
<b>Total Location</b>				<b>159,492.71</b>

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE ONLINE

Page 11 of 21

## ReqPay11h

## Board Report with Fund-Object-Resource by

## Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>LOCATION Marysville High (45)</b>				
P22-01815	Sawas Learning Company LLC	Anatomy Textbook	01-4100-0004	2,586.10
P22-01856	INDUSTRIAL MINERALS COMPANY	Clay Order	01-4300-0000	3,020.18
P22-01857	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-6500	114.73
P22-01876	SANDERS PUMP & IRRIGATION	CTE MHS AG MECH/BISBY	01-4300-0004	500.00
P22-01882	AMAZON.COM	Classroom Supplies	01-4300-0004	78.74
P22-01883	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0004	65.89
P22-01909	AMAZON.COM	Photo Supplies	01-4300-0004	317.58
P22-01917	AMAZON.COM	Medical Supplies	01-4300-0000	48.30
P22-01918	HUST BROTHERS INC	Classroom Supplies	01-4300-0004	29.82
P22-01929	SUTTER ORCHARD SUPPLY	CTE MHS AG/COUGHLIN	01-4410-6388	556.80
P22-01987	AMAZON.COM	CTE MHS PLANT /BISBY	01-4300-0004	162.20
P22-02015	EDULASTIC	Eduelastic	01-4300-0000	100.00
P22-02028	ADA BADMINTON & TENNIS	PE Supplies	01-4300-0004	472.66
P22-02032	GREENHOUSE MEGASTORE	MHS CTE AG/BISBY	01-4300-6388	1,241.78
P22-02033	EDULASTIC	Eduelastic	01-4300-0000	100.00
P22-02037	NATIONAL FFA ORGANIZATION	National Convention	01-5801-7010	8,112.00
P22-02045	AIRGAS	CTE MHS AG MECH/VOLTZ	01-5801-9010	33,886.84
P22-02126	Home Depot USA, Inc.	CTE MHS AG /BISBY	01-6491-3550	34,525.21
P22-02128	AMAZON.COM	Animation Supplies	01-4300-0004	200.00
P22-02130	AMAZON.COM	CTE MHS AG/BISBY	01-4300-0004	1,264.21
P22-02133	AMAZON.COM	Animation Supplies	01-4300-0004	140.70
P22-02134	AMAZON.COM	Social Science Supplies	01-4300-0004	1,619.46
P22-02135	AMAZON.COM	Ink Order	01-4300-0000	69.24
P22-02136	AMAZON.COM	Business Supplies	01-4300-0004	265.73
P22-02137	AMAZON.COM	Photo Supplies	01-4300-0004	64.94
P22-02138	AMAZON.COM	Ink Supplies	01-4300-0004	30.28
P22-02139	AMAZON.COM	Classroom Supplies	01-4300-0000	131.61
P22-02157	AMAZON.COM	Link Crew Fall Event	01-4300-0004	30.28
			01-4300-0004	207.17

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

ESCAPE

Page 12 of 21



Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Marysville High (45) (continued)</b>				
P22-02160	AMAZON.COM	Science Supplies	01-4300-3010	199.84
P22-02161	OFFICE DEPOT B.S.D.	Science Supplies	01-4300-3010	226.89
P22-02162	AMAZON.COM	Student Notebooks	01-4300-3010	60.36
P22-02164	Pacific Office Automation	RISO Supplies	01-4300-0003	2,127.76
P22-02170	DICK BLICK COMPANY	Art Supplies	01-4300-0000	527.08
P22-02187	CDW-G COMPUTER CENTER	Adobe Licenses / MHS CTE Graphics/KHAN	01-5801-6387	2,500.00
P22-02194	AMAZON.COM	Rain Cover	01-4300-0000	281.42
P22-02220	AMAZON.COM	Classroom Supplies	01-4300-0004	43.34
P22-02227	AMAZON.COM	Speakers	01-4300-3010	163.02
P22-02231	BI-COUNTY AMBULANCE SERVICE	Bi-County Ambulance 10/1	01-5801-0000	475.00
P22-02261	MJB WELDING SUPPLY	Open PO	01-4300-0004	250.00
P22-02263	ELITE UNIVERSAL SECURITY	Security at Football Game 10/14	01-5801-0000	156.00
<b>Total Location</b>				<b>96,953.16</b>
<b>Location: McKenney Intermediate (37)</b>				
P22-01895	WALKER'S OFFICE SUPPLIES	Task Chairs	01-4300-1100	280.37
P22-01896	AMAZON.COM	OFFICE	01-4300-1100	330.98
P22-01920	AMAZON.COM	LIBRARY	01-4300-1100	118.06
P22-02070	Scholastic Classroom Magazines	MARTINEZ	01-4300-1100	387.51
P22-02090	LOOKOUT BOOKS	LIBRARY	01-4200-3010	1,410.78
P22-02125	Scholastic Classroom Magazines	LIBRARY	01-4200-3010	475.96
P22-02165	AMAZON.COM	GREMINGER	01-4300-1100	26.46
P22-02166	AMAZON.COM	OFFICE	01-4300-1100	68.16
P22-02196	AMAZON.COM	FIELD	01-4300-1100	35.85
P22-02265	AMAZON.COM	OFFICE	01-4300-1100	173.19
<b>Total Location</b>				<b>3,307.32</b>
<b>Location: Nutrition Services (73)</b>				
P22-01805	TYSON FOODS, INC.	Commodity Order	13-9325-5310	10,511.05
P22-01806	DON LEE FARMS	Commodity Order	13-9325-5310	8,666.16
P22-01807	Tabatchnick Fine Foods	Commodity Order	13-9325-5310	6,486.50
P22-01830	BELL TASTY FOODS INC.	Commodity Order	13-9325-5310	6,415.20

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE ONLINE

Page 13 of 21

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P22-01831	LA TAPATIA TORTILLERIA, INC	Tortilla Chips del 10/7/21	13-9325-5310	246.00
P22-01852	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9326-5310	3,634.50
P22-01860	SYSCO SACRAMENTO, INC.	10/6 Sports per Distribution by Nick	13-4300-5310	951.60
P22-01861	GOLD STAR FOODS	10/6/21 delivery for Wms Inventory	13-9326-5310	927.58
P22-01862	AMAZON.COM	IT USB Hubs - ARB CLE COV EDG ELLA JP KYN LIN OLV	13-4300-5310	141.21
P22-01863	OFFICE DEPOT B.S.D.	Office Supplies for Nutrition Services	13-4300-5310	229.47
P22-01893	CHEF WORKS INC.	Chef Coats Confirmation OR1453440	13-4300-5310	4,447.11
P22-01908	INTEGRATED FOOD SERVICES	Commodity Order	13-9325-5310	14,885.28
P22-01973	WCP Solutions	10/14/21 Delivery for Distribution	13-4300-5310	1,177.87
P22-01974	PRO PACIFIC FRESH	Yogurt Direct Order, del 11/2/21	13-9325-5310	929.77
P22-01975	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9325-5310	454.21
P22-01981	JENNIE-O-TURKEY STORE	Commodity Order	13-9326-5310	829.93
P22-02025	ASIAN FOOD SOLUTIONS	Commodity Order	13-9325-5310	4,839.90
P22-02026	WCP Solutions	Direct Order del. Thursday 10/14	13-9325-5310	15,901.50
P22-02027	WCP Solutions	Direct Order del. 10/21/21	13-9326-5310	1,565.84
P22-02046	ULINE.COM	Shrinkwrap for Warehouse	13-4300-5310	506.79
P22-02047	Tidmark	AM16T Dishware Machine	13-6492-5330	17,087.26
P22-02096	LAND O'LAKES, INC	Commodity Order	13-9325-5310	3,914.80
P22-02097	COMMERCIAL APPLIANCE	Walk In Refr Rebuild	13-6492-5330	27,018.17
P22-02098	DON LEE FARMS	Commodity Order	13-9325-5310	4,961.52
P22-02099	GOLD STAR FOODS	To be distributed by Nick Dramis	13-4717-5310	47.16
P22-02100	SYSCO SACRAMENTO, INC.	Direct Order delivering Tuesday 10/19/20	13-9325-5310	65.38
P22-02101	DANIELSEN COMPANY	Trays for Inventory & Distribution	13-9326-5310	240.66
P22-02154	J M SMUCKERS	Commodity Order	13-4717-5310	1,104.15
P22-02155	OFFICE DEPOT B.S.D.	Supplies for Kitchens	13-9326-5310	1,020.00
P22-02195	AMAZON.COM	Replacement Water Jug- EDG CAFE	13-9325-5310	9,574.18
			13-4300-5310	86.76
			13-4300-5310	37.89

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE ONLINE  
Page 14 of 21

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Nutrition Services (73) (continued)</b>				
P22-02214	Myers Restaurant Supply LLC	JPE Serving Counter	13-6492-5330	12,822.21
P22-02237	SYSCO SACRAMENTO, INC.	School Trays for Distribution	13-4717-5310	319.90
P22-02256	TYSON FOODS, INC.	Commodity Beef Order	13-9325-5310	6,057.60
P22-02257	TYSON FOODS, INC.	Commodity Chicken Order	13-9325-5310	12,762.53
P22-02267	LA TAPATIA TORTILLERIA, INC	Chips delivery 11/4/21	13-9325-5310	590.40
P22-02268	OFFICE DEPOT B.S.D.	Office Supplies for Kitchens	13-4300-5310	255.02
P22-02287	SYSCO SACRAMENTO, INC.	Direct Order for delivery 11/2/21	13-4717-5310	195.31
			13-9325-5310	180.92
			13-9326-5310	433.95
P22-02288	OFFICE DEPOT B.S.D.	Office Supplies for Kitchens	13-4300-5310	179.72
<b>Total Location</b>				<b>184,268.80</b>

<b>Location: Olivehurst Elementary (25)</b>				
P22-01816	LEARNING A-Z	Learning A-Z renewal	01-5801-0003	236.00
P22-01819	AMAZON.COM	Student Supplies	01-4300-0003	91.71
P22-01820	AMAZON.COM	Tech Supplies	01-4300-0003	75.70
P22-01822	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	69.29
P22-01832	PAGE SUPPLY CORP.	Open admin PO PACE Supply	01-4300-1100	400.00
P22-01865	AMAZON.COM	Student Supplies	01-4300-0003	48.65
P22-01866	AMAZON.COM	Student Supplies	01-4300-0003	270.62
P22-01869	WEST MUSIC	Music Supplies	01-4300-0004	2,391.20
P22-01885	AMAZON.COM	Computer ink	01-4300-0003	106.06
P22-01990	AMAZON.COM	Student Supplies	01-4300-0003	75.16
P22-02054	AMAZON.COM	Student Supplies	01-4300-0003	33.55
P22-02055	AMAZON.COM	Student Supplies	01-4300-0003	134.47
P22-02197	U.LINE.COM	Retractable Dividers	01-4300-1100	685.58
P22-02219	AMAZON.COM	Tech Supplies	01-4300-0003	238.64
P22-02239	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	97.81
P22-02259	Hegerty Phonemic Awareness	Student Supplies	01-4300-0003	278.97
P22-02260	AMAZON.COM	Student Supplies	01-4300-0003	216.48
P22-02262	AMAZON.COM	Student Supplies	01-4300-0003	312.46

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

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Olivehurst Elementary (25) (continued)</b>				
P22-02284	AMAZON.COM	Student Supplies	01-4300-0003	40.38
P22-02290	SOLUTION TREE	Solution Tree	01-4300-3010	714.85
P22-02293	AMAZON.COM	Tech Supplies	01-4300-0003	113.35
<b>Total Location</b>				<b>6,831.93</b>
<b>Location: Personnel (113)</b>				
P22-02273	AMAZON.COM	Sit/Stand for Mary	01-4410-0000	576.96
<b>Location: Print Shop (67)</b>				
P22-02017	OFFICE DEPOT B.S.D.	Lamination for Printshop	01-4300-0000	1,016.22
P22-02060	ADVANCED DOCUMENT CONCEPTS	Print Shop - Supplies 21-22 SY	01-4300-0000	2,000.00
P22-02131	OFFICE DEPOT B.S.D.	Binding for board packets	01-4300-0000	126.10
P22-02169	ALPHACARD	ID Cards	01-4300-0000	584.71
P22-02235	KELLY SPICERS INC.	Paper	01-4300-0000	2,402.61
<b>Total Location</b>				<b>6,129.64</b>
<b>Location: Pupil Services (202)</b>				
P22-01846	AMAZON.COM	Speech - Elizabeth J.	01-4300-6500	30.06
P22-01851	AMAZON.COM	Psychologist Supplies - Lauren I	01-4300-0000	12.07
P22-02006	AMAZON.COM	Headphones for Student Services - Kit	01-4300-0000	35.71
P22-02089	DIPLETRO & ASSOCIATES, INC.	AED Supplies	01-4300-0000	2,401.50
P22-02095	AMAZON.COM	Locking fridge for Nurse's office	01-4300-0000	199.13
P22-02102	STARSMILEZ	Dental Van supplies	01-4300-9014	1,654.52
P22-02103	SMILEMAKERS INC	Dental Van supplies	01-4300-9014	730.66
P22-02104	SCHOOL HEALTH CORPORATION	Health Services Supplies - Hearing and Vision	01-4300-0000	1,161.73
P22-02108	TAHOE PURE	Office water	01-4300-6500	300.00
P22-02110	PRO-ED	Speech Supplies - Rosie	01-4300-6500	55.97
P22-02111	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Supplies - Rosie	01-4300-6500	78.87
P22-02116	OFFICE DEPOT B.S.D.	Health Services supplies -	01-4300-0000	292.05
P22-02117	AMAZON.COM	Speech supplies - Rosie and Rennu	01-4300-6500	201.48
P22-02119	AMAZON.COM	Speech Supplies - Rosie	01-4300-6500	16.18
P22-02120	OFFICE DEPOT B.S.D.	Student Services - Supplies	01-4300-0000	50.31

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

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202) (continued)</b>				
P22-02149	AMAZON.COM	Health Services	01-4300-0000	25.45
P22-02171	PAR, INC	Psychology Online testing supplies C/PPS	01-4300-0000	2,285.00
P22-02176	AMAZON.COM	Psychologist - Lauren I	01-4300-0000	37.88
P22-02192	Maxim Staffing Solutions	Maxim Healthcare Staffing - Mtlp pos. Corrected	01-5100-0000	295,200.00
P22-02193	E3 DIAGNOSTICS ACCOUNTS RECEIVABLE	Calibrate Audiometers	01-5100-6500	691,200.00
P22-02255	AMAZON.COM	Laptop Case - Speech	01-5801-0000	305.62
			01-4300-6500	21.39
<b>Total Location</b>				<b>996,295.58</b>
<b>Location South Lindhurst (47)</b>				
P22-01841	OFFICE DEPOT B.S.D.	silks	01-4300-1100	91.96
P22-02002	OFFICE DEPOT B.S.D.	Mr. Underwood	01-4300-1100	61.49
P22-02013	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	FFA Supplies	01-4300-7010	500.00
P22-02014	SUTTER ORCHARD SUPPLY	FFA Supplies	01-4300-7010	200.00
P22-02024	AMAZON.COM	AG Dept	01-4300-7010	30.28
P22-02062	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0003	9,564.00
P22-02203	OFFICE DEPOT B.S.D.	supplies	01-4300-1100	159.32
<b>Total Location</b>				<b>10,607.05</b>
<b>Location Student Discipline/Attendance (109)</b>				
P22-01808	GLOBAL EQUIPMENT CO., INC.	Display case for directory	01-4300-0004	880.45
P22-01902	ABC SCHOOL EQUIPMENT	Whiteboard	01-4300-0000	593.04
P22-01938	AMAZON.COM	MISC supplies for office	01-4300-0000	105.71
P22-01967	OFFICE DEPOT B.S.D.	MISC office supplies	01-4300-0000	56.66
P22-02123	Home Depot USA, Inc.	Safety blinds for room 210	01-4300-0000	2,551.27
P22-02142	AMAZON.COM	Closed sign for security at DO	01-4300-0000	36.88
P22-02143	AMAZON.COM	heater for security	01-4300-0000	63.07
P22-02201	AMAZON.COM	misc office supplies	01-4300-0000	134.03
<b>Total Location</b>				<b>4,421.11</b>
<b>Location Superintendent (101)</b>				
P22-02188	OFFICE DEPOT B.S.D.	Signature Stamps	01-4300-0000	80.08

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE

PAGE 17 OF 21

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Technology (102)</b>				
P22-01825	AMAZON.COM	Tech Supplies	01-4300-0000	194.40
P22-01835	AMAZON.COM	Ergonomic Mouse	01-4300-0000	541.00
P22-01848	AMAZON.COM	Boardroom Microphone	01-4300-0000	99.17
			01-4410-0000	709.03
P22-01919	Avantree Corporation	Devices for Boardroom	01-4300-0000	809.81
P22-01934	ANIXTER-SACRAMENTO	Network Items	01-4300-0000	190.90
P22-01942	AMAZON.COM	Tech Supplies	01-4300-0000	57.12
P22-01951	AMAZON.COM	Tech supplies	01-4300-0000	743.90
P22-01956	AMAZON.COM	Tech supplies	01-4300-0000	124.88
P22-01966	AMAZON.COM	Boardroom	01-4300-0000	487.03
P22-02106	CDW-G COMPUTER CENTER	Network Items	01-4300-0000	198.10
			01-4450-0000	6,806.76
P22-02107	CDW-G COMPUTER CENTER	Video	01-5801-0000	5,747.65
			01-4300-0000	310.66
P22-02109	CATAPULTK12	Catapult Service	01-4410-0000	1,842.17
P22-02112	VOLTAGE SPECIALISTS	Quote for Replacement of Failed Intercom Boards	01-5801-0000	16,600.00
P22-02250	AMAZON.COM	Tech Supplies	01-5801-0000	5,085.00
			01-4300-0000	142.06
<b>Total Location</b>				<b>40,689.64</b>
<b>Location Transportation (69)</b>				
P22-01886	AMADOR STAGE LINES, INC	TRANSPORTATION/CHARTER	01-5880-0230	20,000.00
P22-01887	Lux Bus America Co.	TRANSPORTATION/CHARTER	01-5880-0230	20,000.00
P22-01913	SNAP-ON INC	TRANSPORTATION/Software	01-5801-0230	824.18
P22-01979	Isabella Maranon	Bus Driver Trainer	01-5801-0230	24,750.00
P22-01994	AMAZON.COM	Special Needs Toys	01-4300-0230	25.91
P22-02035	YUBA SUTTER TRANSIT	Transit bus passes	01-5890-0230	1,000.00
P22-02058	Cummins Inc	TRANSPORTATION/Software	01-5801-0230	750.00
P22-02094	OFFICE DEPOT B.S.D.	office supplies	01-4300-0230	64.44
P22-02168	Miller Transportation Bus Svc	TRANSPORTATION/CHARTER	01-5880-0230	1,500.00
P22-02294	Cummins Inc	TRANSPORTATION/Software	01-5801-0230	833.53

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE

Page 18 of 21

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
-----------	-------------	-------------	-------------------	----------------

## Location Warehouse (71)

P22-02223 MISSION LINEN &amp; UNIFORM

uniforms

01-4300-0000

860.59

Total Location 69,748.06

## Location Yuba Feather K-6 (29)

P22-01844 AMAZON.COM

Yuba Feather School Counseling

01-4300-3216

124.98

P22-01877 AMAZON.COM

Yuba Feather School Music

01-4300-0004

146.15

P22-01881 OFFICE DEPOT B.S.D.

Yuba Feather School

01-4300-1100

550.76

P22-01958 SCHOLASTIC MAGAZINES

Yuba Feather School Scholastic News

01-4300-3010

1,625.79

P22-02020 GOPHER SPORT

Yuba Feather PE Equipment

01-4300-1100

1,015.13

P22-02118 AMAZON.COM

Yuba Feather School Counseling

01-4300-3216

60.56

P22-02122 OFFICE DEPOT B.S.D.

Yuba Feather School

01-4300-1100

912.70

Total Location 4,436.07

## Location Yuba Gardens Intermediate (39)

P22-01824 PCE SOLUTIONS

M.JONES

01-4300-6690

226.30

P22-01864 AMAZON.COM

DVD Players

01-4300-1100

99.56

P22-01884 AMAZON.COM

Martin/BOOK

01-4300-1100

24.84

P22-01891 AMAZON.COM

OFFICE SUPPLIES

01-4300-1100

402.72

P22-01892 OFFICE DEPOT B.S.D.

RISTER/TONER

01-4300-1100

72.68

P22-01907 AMAZON.COM

Josh Lib Projector

01-4300-1100

45.45

P22-01922 AMAZON.COM

Josh DVDs

01-4300-1100

129.85

P22-01923 AMAZON.COM

RM 16 supplies

01-4300-1100

889.05

P22-01978 AMAZON.COM

BATTERIES

01-4300-1100

41.34

P22-01986 MOBYMAX, LLC

MOBY MAX

01-5801-3010

3,495.00

P22-01989 AMAZON.COM

Davison History DVD's

01-4300-0003

39.85

P22-01993 AMAZON.COM

BRAGG

01-4300-1100

150.24

P22-02018 AMAZON.COM

Beymer

01-4300-1100

100.94

P22-02034 OFFICE DEPOT B.S.D.

KENT TONER

01-4300-1100

272.63

P22-02049 Nearpod, Inc.

SUBSCRIPTION

01-5801-3010

6,840.00

P22-02050 AMAZON.COM

ELD BOOKS

01-4300-0003

31.38

P22-02052 Pacific Office Automation

Riso Products

01-4300-0003

142.70

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE

Page 19 of 21

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Yuba Gardens Intermediate (39) (continued)				
P22-02059	OFFICE DEPOT B.S.D.	BEYMER	01-4300-1100	111.81
P22-02061	AMAZON.COM	MULTITEACHER	01-4300-1100	327.11
P22-02071	AMAZON.COM	RISTER	01-4300-1100	29.22
P22-02075	OFFICE DEPOT B.S.D.	INK Stamps	01-4300-1100	67.09
P22-02077	Savas Learning Company LLC	Spanish Science for YGS	01-4100-4203	2,368.73
P22-02078	PERMA BOUND	FICTION LIB BOOKS	01-4200-3010	16,747.89
P22-02124	PERMA BOUND	NONFICTION BOOKS	01-4200-3010	16,753.98
P22-02127	AMAZON.COM	Crosby/Dahl	01-4300-0003	105.59
P22-02132	OFFICE DEPOT B.S.D.	Toner	01-4300-1100	130.65
P22-02163	AMAZON.COM	TRIPHAN MICS	01-4300-1100	465.32
P22-02198	AMAZON.COM	ROOM 16 SUPPLIES	01-4300-1100	648.54
P22-02228	AMAZON.COM	CAMPBELL	01-4300-0003	31.93
P22-02238	Waterboy Graphics LLC	WATER BOY GRAPHICS	01-4300-1100	6,428.00
P22-02270	OFFICE DEPOT B.S.D.	BETANCOURT	01-4300-1100	55.85
P22-02271	AMAZON.COM	Pha Lo	01-4300-3216	20.69
Total Number of POs			Total Location	
489			57,296.93	
			Total	
			2,232,621.49	

204

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	420	1,801,108.44
09	Chtrr Schs	3	485.50
12	Child Dev	24	19,297.10
13	Cafeteria	38	184,268.80
25	Cap Fac	4	227,461.65
Total			2,232,621.49

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE

Page 20 of 21



ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 10/01/2021 - 11/01/2021

Board Meeting Date December 14, 2021

## PO Changes

	Fund/				
	New PO Amount	Object	Description	Change Amount	
P21-01326	175.67	01-4410	Gen Fund/Equip NonC	3,144.66-	
P22-00013	24,512.14	01-4450	Gen Fund/Equip NonC	562.90	
P22-00082	57,000.00	01-5450	Gen Fund/Other Insu	7,000.00	
P22-00086	16,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00-	
P22-00102	3,200.00	01-4300	Gen Fund/Mat&Suppli	2,000.00	
P22-00108	4,000.00	01-4320	Gen Fund/Custod Sup	2,000.00	
P22-00115	2,000.00	01-4364	Gen Fund/Tools/Part	1,000.00	
P22-00133	6,500.00	01-4364	Gen Fund/Tools/Part	5,000.00	
P22-00275	4,200.98	01-5630	Gen Fund/Rents/Leas	2,164.91	
P22-00370	1,764.00	01-5801	Gen Fund/Contracts	3,528.00-	
P22-00672	108.25	01-4300	Gen Fund/Mat&Suppli	541.25-	
P22-00861	3,372.01	01-5630	Gen Fund/Rents/Leas	690.10	
P22-01001	3,772.37	01-5630	Gen Fund/Rents/Leas	1,082.46	
P22-01163	127,920.00	01-5860	Gen Fund/NPS Tuftio	44,800.00	
P22-01245	1,500.00	01-4300	Gen Fund/Mat&Suppli	393.97	
P22-01268	66,096.00	01-5801	Gen Fund/Contracts	4,508.00-	
P22-01410	700.00	01-4300	Gen Fund/Mat&Suppli	200.00	
P22-01612	10,757.76	01-5801	Gen Fund/Contracts	2,111.47	
P22-01734	941.67	13-4300	Cafeteria/Mat&Suppli	304.73	
Total PO Changes				<u>52,588.63</u>	

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Nov 30 2021 9:08AM

ESCAPE ONLINE

Page 21 of 21



# Service Agreement

Phone: 800-447-3794  
service@chooseSQ.com

<b>Business Name of Service Location:</b> Marysville High School (MJUSD)		<b>Authorized Account Contact</b> First: Amber Last: Watson Mobile Phone:	
<b>Service Address:</b> 12 East 18th Street City: Marysville State: CA Zip: 95901		<b>Email:</b> awatson@mjud.k12.ca.us <b>Mailing Address:</b> 1919 B Street Room 209	
<b>Business Phone:</b> 530-749-6177		<b>City:</b> Marysville <b>State:</b> CA <b>Zip:</b> 95901	
<b>Business Hours and Days:</b> 0800-1500 m-f		<b>Lead Type:</b> Existing Customer (EC) <b>Existing LOC ID:</b> A12464 <b>Lead Source:</b> EC - Customer Inbound <b>Business Type:</b> Education	
<b>USED COOKING OIL</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> N/A Previous Provider:			
<b>Container Information</b> Size: QTY: <input checked="" type="checkbox"/> Deliver <input type="checkbox"/> Swap <input type="checkbox"/> Onsite Type of Grease: Location:			
<b>Access Hours (24 HR or AM/PM) and Key/Alarm Information</b> Access Hours Access Days Key or Code Information: Special Driver Instructions or Notes			
<b>Service information</b> Recommended Service Frequency in Weeks: 4 Estimated GPM:			
<b>Rate Information</b> FREE/NO CHARGE / INDEX Free Jacobsen Percentage 0			
<b>Service Contact</b> First, Last, Phone, Email:			
<b>GREASE TRAP #1</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> N/A Previous Provider: SQ			
<b>Grease Trap Information</b> <input checked="" type="checkbox"/> EGT <input type="checkbox"/> IGT <input type="checkbox"/> GT Drum <input type="checkbox"/> UCO Charged Capacity in Gallons: 1500 Location: By Cafeteria			
<b>Access Hours (24 HR or AM/PM) and Key/Alarm Information</b> Access Hours 0600-1500 Access Days m-f Key or Code Information: Special Driver Instructions or Notes (GT Drum or UCO Charged- note if CNT Delivery required) New Grease Trap Access is on the tree-lined driveway leading from 18th to building next to the track. This replaces the current trap which was 20-gallons.			
<b>Service information</b> Recommended Frequency: 1x per Year 1st Service Date Request: 02/01/2022			
<b>Scheduling Contact</b> First, Last, Phone, Email: Rose Hall 530-749-6177 roseh@mjud.k12.ca.us			
<b>Inspection Notes</b> Visual? Y/N No Last Service Date: EGT Total Manholes: 2 IGT Device Needed: <input type="checkbox"/> Hose <input type="checkbox"/> R2D2 (Choose Hose if both can be used) Distance Truck to Trap: 20			
<b>Rate and Billing Info:</b> Rate: 625.00 Billing information: roseh@mjud.k12.ca.us			
<b>GREASE TRAP #2</b> <input type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> N/A Previous Provider:			
<b>Grease Trap Information</b> <input type="checkbox"/> EGT <input type="checkbox"/> IGT <input type="checkbox"/> GT Drum <input type="checkbox"/> UCO Charged Capacity in Gallons: Location:			
<b>Access Hours (24 HR or AM/PM) and Key/Alarm Information</b> Access Hours Access Days Key or Code Information: Special Driver Instructions or Notes (GT Drum or UCO Charged- note if CNT Delivery required)			
<b>Service information</b> Recommended Frequency: 1st Service Date Request:			
<b>Scheduling Contact</b> First, Last, Phone, Email:			
<b>Inspection Notes</b> Visual? Y/N Last Service Date: EGT Total Manholes: IGT Device Needed: <input type="checkbox"/> Hose <input type="checkbox"/> R2D2 (Choose Hose if both can be used) Distance Truck to Trap:			
<b>Rate and Billing Info:</b> Rate: Billing information:			

**SHIPPING MANIFEST:** I delegate SeQuential Environmental Services, LLC, or its employee, as the responsible party to sign inedible kitchen grease manifests as the agent or representative of the above-named company. By this delegation SeQuential will be responsible for the proper manifesting of all IKG collected at my facility at each time of service.

**PAYMENT:** This is a legally binding agreement. No payment will be issued for cooking oil collected in amounts less than 50 dry gallons. All invoices are due on receipt. Payment should be made out to SeQuential. This is a legally binding agreement. By signing below, Client agrees to rates listed above and is subject to the terms and conditions of service detailed on the reverse side.

<b>Legal Name of Company:</b> Marysville Joint Unified School District (MJUSD)		<b>Contractor Company Name:</b> SeQuential	
<b>Authorized Client Signature:</b>  Date:		<b>Contractor Signature</b>  Date:	
<b>Printed Client Name and Title:</b> Jennifer Passaglia		<b>Contractor Printed Name (Sales Rep):</b> Dan Bledsaw	

Business Services Department  
Approval:   
Date: 12-3-21

## TERMS AND CONDITIONS

Client grants the undersigned SeQuential Environmental Services, LLC ("SeQuential") also referred to as the "Contractor" or "its assignees," the exclusive right to perform the services specified on Page One of this agreement. Contractor agrees to furnish such services and any equipment specified on Page One of this agreement.

### For Used Cooking Oil Collection Services - The following terms and conditions apply for used cooking oil collection services only.

**Equipment:** The word "Equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste oils and other such on-site devices as may be specified on Page One of this agreement. Contractor shall not be held liable to provide equipment in excess of specific equipment and specific quantities mentioned on Page One of this Agreement.

**Customer's Duties and Liabilities:** The equipment shall be in the possession and control of the Client who will be responsible for its cleanliness and safekeeping. All equipment furnished by the Contractor for the use by the Client, unless purchased by the Client, shall remain the property of the Contractor and the Client shall have no right, title or interest in it. The Client may not authorize third parties to remove equipment. Equipment may only be removed by the Contractor.

Client is responsible for all container contents. Contractor is not responsible for any spillage of any liquids resulting from emptying contents of containers or stains or damage related thereto. There will be a fee for container replacement before 2800 gallons of oil is collected. Client agrees that the Contractor shall not be responsible for repairs to enclosures, fences, gates, and other Client property resulting from Contractor's operations. Client shall use the equipment only for its proper and intended purpose. Only used cooking oil shall be placed in the assigned container. All materials that could affect the characteristics of the used cooking oil are prohibited in the used cooking oil container. Prohibited materials include but are not limited to Grease Trap and Interceptor material, latex or nitrile gloves, motor oil, mineral oil, plastic utensils, and wash water. Client agrees not to overload (by weight or volume) move or alter the equipment, nor use it for incineration purposes, and shall be liable to contractor for loss or damage in excess of reasonable wear and tear. Client must load Oils in a manner that allows Contractor to safely handle and transport the Oils without incurring any damage or injury to its' employees, the equipment, or any third party. Client agrees to protect, indemnify, defend and hold harmless against all claims, damages, suits, penalties, fines and liabilities for the injury or death to persons or loss or damage to property arising out of the client's use, operations or possession of the equipment.

**Rates and Payment:** Payment will be issued based upon the rate specified on Page One of this agreement. Future payments are based on the then current market price and are subject to change/fluctuation as indexed, also to include the impact of taxes, processing fees and fuel costs. Contractor shall compensate per "dry gallon" of cooking oil. A dry gallon is defined as pure oil free of water & sediment. A minimum 30% deduction for water & sediment will be applied to offset the average water & sediment collected per container. Contractor reserves the right to reduce or raise this deduction depending on collection driver's location notes if necessary. Contractor reserves the right to cease payments on cooking oil if the Jacobsen Index for yellow grease drops below \$0.30 per pound.

**Term:** The initial term of the agreement is two (2) years, or \_\_\_\_ years, from the effective date noted on Page One of this agreement. The term of this agreement shall be automatically renewed for successive periods of 2 years each thereafter unless either party gives written notice of termination by certified mail to the other at least 45 days prior to the termination of the initial term or any successive renewal term. If the Client terminates this Agreement including for its breaches and other than as provided above, Client shall pay to Contractor as liquidated damages, and not as a penalty, an amount equal to the cost of the container plus the cost of the container logistics. From the date of receipt of certified mail received by Contractor from Client, regarding the cancellation of this Service Agreement the Contractor shall have exclusive right to the collection of all Clients used cooking oil at no cost for thirty (30) days. Unless Client gives Contractor proper notice of termination, by cashing a check from Contractor for used cooking oil, this Agreement is automatically extended for a period of ninety days after the date the check is cleared.

### For Charged Services - The following terms and conditions apply for charged services only.

**Term:** The initial term of the agreement is two (2) years, or \_\_\_\_ years, from the effective date noted on Page One of this agreement. The term of this agreement shall be automatically renewed for successive periods of 2 years each thereafter unless either party gives written notice of termination by certified mail to the other at least 45 days prior to the termination of the initial term or any successive renewal term. Contractor may assess a \$100 fee for early termination without cause.

**Price and Payment:** Client agrees to pay Contractor the fees set forth herein in accordance with the payment terms of our statement on a monthly basis for the collection and disposal service provided by the Contractor in accordance with the schedule of charges shown on Page One of the Agreement. Contractor may impose a Finance Charge for all past due payments not to exceed the maximum rate allowed by applicable law. Additional service fees will apply for overtime when the time required to clean a grease interceptor exceeds the time typically required for service.

**Dry Run Fee:** If Client misses an appointment for which there is a written confirmation, Contractor reserves the right to assess a "dry run" fee of up to 50% of the service price.

**Disposal Cost Adjustments:** Client must ensure that only grease trap material is included for service and collection. Since disposal charges to which Contractor is subject are a significant cost of the service provided, Contractor may increase the unit price of the collection services provided to the Client in an amount equal to any equivalent unit increase in disposal costs, with appropriate notification to the client.

**Other Rate Adjustment:** Contractor may adjust rates from time to time to reflect changes in regulation, taxes, the Consumer Price Index, processing facility fees, and fuel costs. Subject to the Client's approval, the fees may be adjusted for other amounts and reasons.

### For All Services Rendered

**Oils and Interceptor Materials:** The term "Oils and Interceptor Materials" as used in the Terms and Conditions shall mean used cooking oils, renderable oils and contents of grease interceptors used by the Client and does not refer to any other materials. Client grants to contractor the exclusive right to collect and dispose of all the clients' Oils and Interceptor Materials for the stated terms of this agreement. The waste material to be collected and disposed of by the Contractor excludes all radioactive, volatile, corrosive, highly flammable, explosive, biochemical, biomedical, toxic or hazardous material as defined by the applicable federal, state, or county laws or regulation [Excluded Waste]. Contractor shall acquire title to the Oils and Interceptor Materials when it is loaded into the Contractor's Trucks. Title to and liability for any Excluded Waste shall remain with the Client and Client expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

**Premises:** Client shall provide and warrant unobstructed and safe access to Client's equipment location with adequate clearance and shall be sufficient to bear weight of the Contractor's equipment and vehicles reasonably required to perform the service contracted. Contractor shall not be responsible for damage to any pavement or accompanying subsurface including utility lines for said access and Client releases Contractor from all claims for the operations of Contractor's vehicles and equipment on Client's premises.

**Changes:** Changes in the price rates, other than above noted adjustments, frequency or collection service, number, capacity and type of equipment may be agreed to, orally or in writing by the parties without affecting the validity of the Agreement which shall be deemed amended. Consent to oral changes shall be evidenced by the actions and practices of the parties.

**Excused Performance:** Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to strikes, riots, fires and acts of God.

**Attorney's Fees:** In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

**Notices:** All notices, requests, demands, consents, regulatory reporting and other communications required or permitted under this Agreement shall be in writing (including facsimile and electronic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, e-mailed, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the appropriate party at its address set forth above or to such other address as that party may designate by notice complying with the terms of this Section. Each such notice is deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission, with confirmation of transmission if by facsimile or e-mail; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered. Notwithstanding the foregoing, all notices of termination must be sent via certified mail.

**Opportunity to Cure:** Client shall provide Contractor with written notice, by mail, of any matter that it believes constitutes a failure by Contractor to fully perform its obligations under this Agreement where such a problem is beyond Contractor's control. Contractor is not obligated to cure such problem and this Agreement shall remain in full force and effect.

**Miscellaneous:** If any conflict exists in this Agreement between terms, which are printed and those that are typed, verbally agreed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. A faxed signature of any party verified by time and date sent shall be considered to have the same binding legal effect as an original signature.