edmentum™

Date:	7/14/2021
Order Number:	Q-344253
Revision:	1
Order Form Expiration Date:	7/31/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
Orders Under $25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 226630
Customer Name: Marysville Jt Unif Sch Dist
Billing Address: 1919 B St.
Marysville, CA 96901

Products and Services

Marysville Joint Unif Sch Dist

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Comprehensive Library - Program License	200	8/1/2021	7/31/2022	12
Courseware: Comprehensive Library (Legacy) - Program License	150	8/1/2021	7/31/2022	12
Courseware: Health and Fitness Library - Program License	110	8/1/2021	7/31/2022	12
Courseware Elevate Package	1	8/1/2021	7/31/2022	12
Exact Path: Core Library - Program License	1,600	8/1/2021	7/31/2022	12
Exact Path Elevate Package	1	8/1/2021	7/31/2022	12
Exact Path Virtual Elevate Package	1	8/1/2021	7/31/2022	12
Exact Path Virtual Elevate Package	1	8/1/2021	7/31/2022	12
			Marysville Joint Unif Sch Dist Subtotal:	$109,574.00

Subtotal:	USD 109,574.00
Estimated Tax:	USD 0.00
Total US Funds:	USD 109,574.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

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

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in

edmentum™

Business Services Department
Approval : PR
Date: 7-27-21

your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

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

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees you're required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

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

Customer Signature:

Name (Printed or Typed): Renny Lausenf

Title: Asst. Supt. of Business Services

Date:

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Appendix A: EdOptions Academy Products

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

Products	Price
EdOptions Academy College Pathways School Year	$2,500.00
EdOptions Academy Elementary Pathways	$3,000.00
EdOptions Academy Elementary Semester	$1,600.00
EdOptions Academy Active Yearly per Student	$2,500.00
EdOptions Academy Active Monthly per Course	$80.00
EdOptions Academy Active Monthly per Student	$250.00
EdOptions Academy 18 Week Core Courses	$295.00
EdOptions Academy 18 Week CTE and Elective Courses	$295.00
EdOptions Academy 18 Week Health and Fitness Courses	$295.00
EdOptions Academy 18 Week Advanced Courses	$325.00
EdOptions Academy 18 Week World Language Courses	$325.00
EdOptions Academy 18 Week Advanced World Language Courses	$325.00
EdOptions Academy 18 Week Course Extension Fee	$50.00
EdOptions Academy 9 Week Semester Courses	$200.00
EdOptions Academy 9 Week Course Extension Fee	$25.00
EdOptions Academy Test Prep Courses	$295.00
EdOptions Academy Remediation Courses	$295.00

Terms and Conditions for Academy Products:

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

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

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

Enrollment extensions are available: 2 Weeks - $25. 4 Weeks - $50.

Roles and Responsibilities:

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

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.

- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

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

You will be responsible for the following:

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

MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services, effective **August 10, 2021** (the "Effective Date"), is between Consortium on Reaching Excellence in Education, Inc.®, with its principal place of business at 1300 Clay Street, Suite 600, Oakland, CA 94612 ("CORE") and Cedar Lane Elementary School of Marysville Joint Unified School District, with its principal place of business at 841 Cedar Lane, Oliverhurst, CA 95961, ("Client") and sets forth the terms and conditions under which CORE will provide services to Client. In consideration of the mutual promises contained herein, Client and CORE agree as follows:

1. **Term**. The term of the this Agreement begins on the Effective Date and continues until terminated by either party or mutual agreement of the parties as set forth in Section 14 below.

2. **Services**.
   a. CORE will provide the professional services (the "Services) to Client for specific projects that are mutually agreed upon from time to time (each a "Project"). A description of each Project will be set forth on a separate Scope of Work ("SOW") substantially in the form attached hereto as Exhibit A and Exhibit B. Each SOW, when executed by an authorized representative of both parties, will constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such SOW, each such SOW will incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of such SOW will govern.
   b. Each SOW will, to the extent applicable, contain: (i) a description of the Project and the Services to be performed by CORE; (ii) tasks to be completed by Client and any third parties; (iii) a description of the deliverables to be produced by CORE; (iv) the schedule for completion of each deliverable or stage of a Project; (v) the fees to be paid to CORE for such Services and a payment schedule for fixed-price Projects or an hourly rate for time and materials Projects, and (vi) such additional information as the parties may wish to include.
   c. During the course of CORE'S performance of any Project, Client may request changes in the Services. CORE will incorporate any such changes provided that the parties execute a change order setting forth the amended scope of work, program specifications, delivery dates and the impact on the compensation to be paid to CORE. If the parties are unable to agree on a change order setting forth the specified information, then the parties may agree to complete the Project according to the original SOW.

3. **Force Majeure**. CORE'S performance hereunder will be excused and the time for performance of the Services will be extended for the duration of any delays caused by the Client or for delays caused by causes beyond the reasonable control of CORE such as fire, floods, strikes, riots, pandemic, epidemic, unavailability of labor or materials or services, process shutdown, acts of God, of terrorism, of war or of the public enemy, or acts or regulation of any governmental agency. Work stoppage or interruptions caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in CORE's Scope of Work for performance of the Project, entitling CORE to an adjustment to the cost and/or schedule.

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Business Services Department
Approval: PL
Date: 7-27-21

4. **Payment for Services and Reimbursement of Expenses**. Payment for Services included on each SOW is due according to the payment schedule outlined in such SOW. Unless specified otherwise in a SOW, all invoices are payable within 30 days of receipt by Client. In the event Client does not pay an invoice when due, CORE has the right to charge a late fee of 1.0% of the outstanding payment due per month starting from the original date the payment was due. Client will reimburse CORE for reasonable out-of-pocket expenses, incurred by CORE and its personnel in connection with its performance of Services. CORE will provide Client with reasonably detailed invoices for such expenses on a monthly basis and Client agrees to pay the total amount shown as due on each invoice within 30 days after receipt thereof.

5. **Additional charges for rescheduling or canceling Services**. Each fully executed SOW represents a firm commitment between Client and CORE for the Services and, where applicable, participant counts agreed upon in a SOW on the dates set forth therein. If Client decides to make one or more changes listed below, the following schedule of additional fees and charges is agreed upon by the parties to this Agreement:
   a. Canceling or changing any instructor day(s) or reduction of participant count seven (7) or fewer days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to one-hundred percent (100%) of the instruction fees and travel cancellation fees for each instructor day/county so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
   b. Canceling or changing any instructor day(s) or reduction of participant count between eight (8) and fourteen (14) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to seventy-five percent (75%) of the instruction fees and all travel cancellation fees for each instructor day/count so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
   c. Canceling or changing any instructor day(s) or reduction of participant count between fifteen (15) and thirty (30) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to fifty percent (50%) of the instruction fees and all travel cancellation fees for each instructor day so canceled or changed. This fee will be invoiced within 30 days of the cancellation/change and will be payable upon receipt.

6. **Cooperation and Access**. Client agrees to cooperate, as set forth in each SOW, with CORE to the extent necessary for CORE to perform its Services thereunder. If Services are to be delivered at Client facilities, CORE agrees to comply with the Client's applicable rules and regulations regarding safety, security, use and conduct provided CORE has notice of same.

7. **Confidentiality**.
   a. As used in this Agreement, "Confidential Information" will mean all confidential, proprietary and non-public information and materials owned, possessed or used by either CORE or Client which is at any time so designated by such party orally or in writing as "Confidential" or "Proprietary". In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates,

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that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, will constitute Confidential Information. Notwithstanding anything herein to the contrary, the terms of this Agreement, and CORE's methodologies, work approaches, techniques, professional development materials (unless other specified therein) and processes constitute CORE Confidential Information without the requirement of designating it as such either orally or in writing.

b. Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.

c. Each of CORE and Client will hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the Project and who are bound to preserve the confidentiality thereof) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information of a similar nature and value, and will not use any such Confidential Information except for purposes contemplated by this Agreement.

d. Each of CORE and Client will take appropriate action by instruction or agreement with its employees, agents, consultants and subcontractors to satisfy its obligations under this Section 7 and each will be responsible for any breach of this Section 7 by its employees, agents, consultants and subcontractors.

e. Client agrees that the deliverables provided to Client may be based on CORE's Confidential Information and that the delivery of Services will not impair CORE's right to make, prepare, create, procure or market products or services now or in the future.

8. Indemnification

a. CORE shall indemnify and fully hold harmless the Client, its officers, employees, and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to persons and/or property, which result from the negligent acts or omission of CORE, its officers, employees, and/or agents in the execution of this Agreement.

b. Client shall indemnify and fully hold harmless CORE, its officers, employees and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to

persons and/or property, which result from the negligent acts or omission of Client, its officers, employees, and/or agents in the execution of this Agreement.

9. Standard of Care
   a. While performing Services under a SOW, CORE shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession performing the kind of services to be performed thereunder.
   b. Except for the warranty set forth in subparagraph a., above, CORE neither makes, nor offers, nor shall CORE be liable to Client for any express, or implied warranties with respect to the performance of Services. Estimates of costs, approvals, recommendations, opinions, and decisions by CORE are made on the basis of CORE's experience, qualifications, and professional judgment and are not guaranteed. Client hereby waives the implied warranties of merchantability and fitness for a particular purpose.

10. Intellectual Property Ownership.
   a. When deliverables have been delivered and fully paid for by Client pursuant to a SOW, CORE acknowledges and agrees that, unless otherwise set forth herein or on a SOW, the Client Materials (defined below) will constitute "works made for hire" for Client within the meaning of the Copyright Act of 1976, as amended, and will be the exclusive property of Client. In consideration of and effective upon CORE's receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, CORE hereby assigns to Client all such rights in the Client Materials. Upon Client's request, CORE agrees to execute any instruments and do all things reasonably necessary by Client in order to further perfect Client's rights in the Client Materials. Client hereby grants to CORE a non-exclusive, royalty free, perpetual license to use, copy, operate, process, modify and sublicense the Client Materials.

   b. Client acknowledges and agrees that CORE retains all right, title and interest in the CORE Materials (defined below). In consideration of and effective upon CORE'S receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, SOW hereby grants to Client a non-exclusive, non-transferable, royalty-free, license to use, copy, operate, process and modify CORE Materials solely for use in connection with the Client Materials and solely for the Client's internal educational purposes. Client will limit use of and access to the CORE Materials to such of Client's employees who are directly involved in the utilization of the CORE Materials and/or deliverables internally throughout Client's business and who are bound to preserve the confidentiality thereof.

   c. Notwithstanding anything in this Agreement to the contrary, CORE will be free to use for any purpose any information in intangible form, which may be retained by persons performing the Services such as ideas, concepts, know-how, techniques which do not contain any Client Confidential Information. Nothing herein will prohibit CORE from retaining one copy of the deliverables for its internal archive. CORE materials are protected by copyright. Client agrees to uphold and protect CORE's intellectual property.

d. "Client Materials" means materials that are created by CORE specifically and uniquely for Client and contained in the final work product delivered to Client under a SOW. "CORE Materials" means all professional development materials and resources (and all enhancements and derivatives thereto), which CORE (i) developed prior to the execution of the applicable SOW and which it uses in the provision of services as part of its business, or (ii) develops during the course of a SOW but which are developed either at CORE'S cost or which are not uniquely applicable to the Client or Client Materials.

11. **Publicity**. Client agrees that CORE has the authority to use its name and logo on its customer lists and provide a general description of Projects. Except as permitted in the immediately preceding sentence or in a SOW, neither party may use the other's name or logo in any marketing materials without such party's prior written consent.

12. **Insurance**. CORE has in effect insurance covering all risks associated with its business in such amounts as are customary in its industry.

13. **Nonsolicitation**. During the performance of Services by CORE hereunder and for 12 months thereafter, Client agrees to not directly or indirectly solicit any of CORE's employees or agents to leave their work with CORE to join Client's organization as an employee or an independent contractor without express written consent of a CORE corporate officer and payment of a "finder's fee" determined by CORE. The foregoing restriction shall not prevent Client from employing or engaging a CORE employee who is responding to a general recruiting solicitation. For purposes of this paragraph, "employee" means current employees or persons employed or engaged by CORE within three months prior to the referenced activity.

14. **Termination.**

a. Any SOW and all rights granted thereunder may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations under such SOW and failure by the Defaulting Party to remedy such breach within thirty (30) days (or ten (10) days in the event of non-payment by Client) after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party will be relieved of any of its obligations incurred prior to such termination and each party will have any and all rights and remedies available to it at law or in equity. Upon termination of any SOW pursuant to this subsection, Client will promptly return to CORE (or, at CORE'S option, destroy and certify in writing to CORE that it has destroyed) the original and all copies of any deliverables in Client's possession for which Client has not paid CORE, including source code, archival copies, compilations, translations, partial copies, updates and modifications, if any, and will delete all copies of such deliverables from its computer libraries or storage facilities.

b. This Agreement and all SOWs may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership,

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insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors. In the event of the Client's dissolution, termination of existence, liquidation, insolvency, appointment of a custodian or receiver or the institution of bankruptcy, receivership, insolvency or other similar proceedings, or the composition of, or assignment of trust mortgage for, the benefit of creditors, then the licenses granted under this Agreement and any SOWs will be forfeited and returned to CORE.

c. All provisions that reasonably should survive termination of this Agreement or a SOW shall survive and any accrued rights to payment and remedies for breach of this Agreement will survive, in accordance with their terms, the completion of CORE's Services hereunder and the expiration or termination of this Agreement or any SOW.

15. **Disputes.** Any dispute or claim arising out of or relating to this Agreement or any SOW will be resolved in accordance with the Dispute Resolution Process set forth in this Section. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be settled as follows: Members of the senior management of both Parties will meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either party may make a written demand for mediation. Within thirty (30) days after such written notification, the parties will meet for one (1) day with an impartial mediator. The costs and expenses of the mediator will be shared equally by the parties. If the dispute is not resolved by mediation, the dispute will be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Oakland, CA. The arbitrator will be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator will have no power to award damages inconsistent with this Agreement. No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration will be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party will give written notice to all other parties and will afford such parties a reasonable opportunity to protect their interests. The result of the arbitration will bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party will bear its own costs of the arbitration. The fees and expenses of the arbitrator will be shared equally by the Parties.

16. **Remedies**. Because a breach of any obligations set forth in Sections 7, 8 and 11 will irreparably harm either party and substantially diminish the value of each party's proprietary rights in the deliverables or its Confidential Information, Client and CORE agree that if either party breaches any of its obligations thereunder, the other party will, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the dispute resolution procedures set forth in Section 13 in order to seek injunctive or declaratory relief.

17. **Limitation of Liability**. IN NO CASE WILL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE, FOR CORE, THE ACTUAL PAYMENTS RECEIVED BY CORE UNDER THE SOW TO WHICH THE CLAIM RELATES AND, FOR CLIENT, THE AMOUNTS REQUIRED TO BE PAID UNDER SUCH SOW. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ANY SOW, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

18. Miscellaneous
    a. This Agreement and all fully executed SOWs constitute the entire agreement between CORE and Client with respect to the subject matter hereof and supersedes any and all other agreements, understandings, promises and negotiations, either oral or written, between the parties hereto with respect to the rendering of Services by CORE for Client including any terms included on Client purchase orders. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this contract shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed both parties.
    b. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. Venue shall lie in Alameda County, California.
    c. CORE retains the right to retract any SOW if not duly executed by Client within 21 days of the effective date, and/or 21 days or less prior to first service date.
    d. In the event that any provision of this Agreement or any SOW is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement or such SOW did not contain the particular provisions held to be unenforceable and the unenforceable provisions will be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.
    e. Neither this Agreement, any SOW or any rights or licenses granted hereunder may be assigned, delegated or subcontracted by any party without the written consent of the other party, except that (i) a party may assign and transfer this Agreement and any SOW and its rights and obligations hereunder and thereunder to any third party which succeeds to substantially own all of its business and assets or assign or transfer any rights to receive payments hereunder, and (ii) CORE may subcontract its obligations hereunder to any parent organization or any wholly-owned subsidiaries of CORE or third party service providers, provided that CORE remains primarily liable to Client hereunder.
    f. The parties hereto are independent contractors. Nothing herein will be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed by its duly authorized representative as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such party.

Consortium on Reaching Excellence in Education, Inc.	CLIENT
Signature:	Signature:
Name: Robert Sheffield	Name: Penny Lausenger
Title: President	Title: Asst. Supt. of Business Services
Date: 7/9/2021	Date:
Tax ID: 94-3264308	Tax ID:

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CORE®

Consortium on Reaching Excellence in Education®

Exhibit A

Scope of Work #R21-047

Cedar Lane Elementary School
Marysville Joint Unified School District

Contact:	Monica Reyna	Title: Assistant Principal
Mailing Address:	841 Cedar Lane Olivehurst, CA 95961	Phone: (530) 632-7094 Email: mreyna@mjusd.k12.ca.us
Shipping Address:	Same	
Alternate Contact:	Amy Stratton	Title: Coordinator of Assessment and Instruction
Alt. Mailing Address:	19191 B St Marysville, CA 95901	Alternate's Phone: (530)749-6903 Cell Phone: (530) 680-5534
Alt. Email Address:	astratton@mjusd.k12.ca.us	

Service(s) Start Date: August 10, 2021 End Date: 06/30/2022

Item	Detail	Quantity	Price	Total
2 Consecutive Days In-Person	Site Implementation Support for Wonders (ELSB)	4 (8 days total)	$6,733.33	$26,933
Service(s) Total				$26,933

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

Service Description

Site Implementation Support – four sets of 2-day visits

Research and CORE's own experience have shown that coaching and support are vital for professional development to be effective. CORE's Site Implementation, Standards Alignment, and Consultation are essential components of CORE expert support. Site assistance is provided in tandem with whole district implementation to develop a seamless system that ensures equity across all sites. Specific content is determined in consultation between CORE and the school and/or district leadership. During the site visit, CORE Educational Consultants work informally with small groups of teachers, coaches, and administrators.

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Site visits and/or demonstration site visits provide the following important services:

Collaborative Planning

The first CORE site visit is a crucial planning day to identify specific implementation issues and plan for organization, resources, and support needs. A CORE Educational Consultant initiates or reviews your comprehensive school literacy plan, including organization of instruction, implementation of a multitiered model, student grouping, time allocations, materials, personnel usage, and planned staff development. In addition, the Consultant helps you develop a pacing calendar. The Consultant conducts initial walk-through visits to classrooms. This session should include your leadership team.

Classroom Teacher Coaching, Lesson Study, Program Planning

The Consultant provides a number of services directly to classroom teachers. With the local coach, she or he coaches classroom teachers based on direct observation and feedback. The Consultant also conducts collaboratively planned demonstration lessons, using your adopted materials. With the coach, the Consultant works with small groups of teachers to plan grade-level grouping and interventions based on analysis of assessment data. The Consultant also works with small groups of teachers to provide review and deeper understanding of adopted instructional materials, resolve implementation issues, and provide coaching on implementing effective instructional techniques. The number of classrooms and teachers visited during any one day depends on the priorities of the school leadership and the specific issues the Consultant needs to address.

Multi-tiered System of Supports/ Response to Instruction and Intervention

A CORE Consultant can provide support with data analysis, planning for robust materials and appropriate assessments, and goal setting and problem solving.

Executive Coaching

For school administrators, the Consultant provides personal coaching sessions that combine professional development with a discussion of instructional materials and visits to selected classrooms to calibrate observations and monitor program implementation. The Consultant works closely with the building administrator to ensure he or she understands how the instructional program is designed, what effective implementation of a core curriculum and supplemental intervention programs looks like, and how to use data to leverage improved achievement. Through regular classroom walk-throughs and facilitated sessions, the CORE Consultant supports the building leadership to have the knowledge, tools, and confidence to lead sustained literacy improvement efforts.

Mentored Practice for Coaches

Part of the site visit allocation is devoted to building expertise of coaches and teacher leaders. The Consultant mentors the coaches as they model lessons, observe and debrief teachers, conduct data study sessions, and analyze test data. The Consultant assists the coaches to facilitate on-site collaborative conversations and develop solutions to implementation challenges.

Alignment of Instruction to Standards
The CORE Consultant will work with staff to map instruction and your curriculum materials to ensure tight alignment of instruction to your state standards.

Assessment Support
Regular use of screening and progress-monitoring data can make intervention planning dramatically more effective. The Consultant provides assistance in the use of assessment instruments, including diagnostic data, screening and progress monitoring instruments, both CBM and curriculum-embedded assessments. The Consultant works closely with teachers, the principal, curriculum specialists, and coaches to show them how to analyze the data to plan student groupings and specific interventions. Teachers who have learned to incorporate such data into their teaching practice frequently respond positively to the growth they see in their own students' reading proficiency.

Implementation of Scientifically-Based Instructional Materials
The Consultant can provide, if needed, help with an analysis of your program needs and your choice of the optimal program. Since CORE does not publish instructional materials and is not aligned with any one textbook publisher, the Consultant can provide impartial advice. The CORE Consultant team is familiar with many comprehensive, intervention, and supplemental materials supported by scientific research.

Demonstration Site Implementation and Practice
When CORE is supporting the implementation of a comprehensive, district-wide literacy approach, selected sites are identified by the district to serve as the venues for district literacy specialist, coach, and site and district administrator practice. During visits to demonstration sites, district leadership will practice their observation skills, calibrate observations, observe model lessons, and observe data study. Coaches will practice their coaching skills together and also calibrate observations and practice model lessons.

Off-site Continued Support
Through a combination of on-site, phone and email support, reports, and development of client resources (agendas, planning templates) the Consultant manages the CORE program of services closely with site administrators and teacher leaders, and serves as the liaison to CORE.

Participant Outcomes
- Identify specific implementation issues and plan for organization, resources, and support needs.
- Deepen the expertise of school leaders through training on instructional materials and assessment, as well as visits to selected classrooms to observe instruction and practice coaching and feedback.
- Improve classroom instruction as the CORE Consultant models lessons in classrooms and conducts classroom observations and coaching.
- Help teachers more deeply understand adopted instructional materials and resolve implementation-related issues.
- Enable all instructional staff to use data to plan student groupings and interventions.

- Help coaches learn to analyze test data, facilitate on-site collaborative conversations, and develop solutions to implementation challenges.
- Alignment of instruction to standards.

Invoicing

CORE's total fee for the work to be performed under this SOW will be $26,933. The fees will be invoiced on 09/30/2021. All invoices are payable within 30 days of receipt by Client.

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
1300 Clay Street, Suite 600, Oakland, CA 94612
Tax ID: 94-3264308

Electronic Payment:
Name of Bank: Wells Fargo
Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
ABA Number: 121042882
Account Number: 0053289302

Note: For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. The costs are based on combined trips with SOW R21-048 and are contingent on the authorization of both projects. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CORE®

Consortium on Reaching Excellence In Education®

CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.	CLIENT
Signature:	Signature:
Name: Robert Sheffield	Name: Penny Lawson Jr
Title: President	Title: Asst. Supt. of Business Services
Date: 7/12/2021	Date:
Tax ID: 94-3264308	Tax ID:

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CORE®

Consortium on Reaching Excellence in Education®

Exhibit B

Scope of Work #R21-048

Cedar Lane Elementary School
Marysville Joint Unified School District

Contact:	Monica Reyna	Title: Assistant Principal
Mailing Address:	841 Cedar Lane Olivehurst, CA 95961	Phone: (530) 632-7094 Email: mreyna@mjusd.k12.ca.us
Shipping Address:	Same	
Alternate Contact:	Amy Stratton	Title: Coordinator of Assessment and Instruction
Alt. Mailing Address:	19191 B St Marysville, CA 95901	Alternate's Phone: (530)749-6903 Cell Phone: (530) 680-5534
Alt. Email Address:	astratton@mjusd.k12.ca.us	

Service(s) Start Date: August 10, 2021 End Date: 06/30/2022

Item	Detail	Quantity	Price	Total
1 Day In-Person	Site Implementation Support for Wonders (ELSB)	4	$3,366.67	$13,467
Service(s) Total				$13,467

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

Service Description

Site Implementation Support – Four sets of 1-day visits

Research and CORE's own experience have shown that coaching and support are vital for professional development to be effective. CORE's Site Implementation, Standards Alignment, and Consultation are essential components of CORE expert support. Site assistance is provided in tandem with whole district implementation to develop a seamless system that ensures equity across all sites. Specific content is determined in consultation between CORE and the school and/or district leadership. During the site visit, CORE Educational Consultants work informally with small groups of teachers, coaches, and administrators.

18

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Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
1300 Clay Street, Suite 600, Oakland, CA 94612
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Note: For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. The costs are based on combined trips with SOW R21-047 and are contingent on the authorization of both projects. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CORE®

Consortium on Reaching Excellence In Education®

CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.	CLIENT
Signature:	Signature:
Name: Robert Sheffield	Name: Penny Lausenger
Title: President	Title: ASST. Supt. of Business Services
Date: 7/12/2021	Date:
Tax ID: 94-3264308	Tax ID:

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Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary | Contract Summary

Category

(a)	Personnel/Salaries (175 hours of tutoring @ $14 per hour)	$ 2,500.00
(b)	Fringe Benefits	$ 314.00
(c)	Travel	$ 500.00
(d)	Equipment*	$ 0.00
(e)	Supplies**	$ 1,051.00
(f)	Consultants/Contractual Services	$ 0.00
(g)	Space Cost	$ 0.00
(h)	Indian Education Committee costs	$ 0.00
(I)	List other needs by category Cultural Workshops for parents and students Registration, Lodging, Meals, Transportation Annual State Indian Conference (4 parents, 6 students) Registration, Lodging, Meals, Transportation Education Programs Spring Pow Wow Workshop	$ 7,500.00
	SUB TOTAL	$11,865.00
	Indirect cost rate used to calculate contract support funds. (6.11%)	$ 725.00
	TOTAL	$12,590.00

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Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary | Contract Summary

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

(a) PERSONNEL

1.1	AIEP Resource / Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, mentoring, outreach, liaison services. Pay rate established by the District pay range, $14 per hour.	$2,500.00
TOTAL (a)		$2,500.00

(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

PERS Teachers and Instructional Assistants
OASDI Teachers and Instructional Assistants
HEALTH Teachers and Instructional Assistants
DENTAL Teachers and Instructional Assistants
SUI Teachers and Instructional Assistants
COMP Teachers and Instructional Assistants
LIFE INSURANCE

TOTAL (b) $ 314.00

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary | Contract Summary

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

(c)	TRAVEL	$ 500.00
(d)	EQUIPMENT	$ 0.00
(e)	SUPPLIES Supplies necessary to support cultural events and activities	$1,051.00
(f)	CONTRACTUAL	$ 0.00
(g)	COST OF SPACE	$ 0.00
(h)	INDIAN EDUCATION COMMITTEE COSTS	$ 0.00
(i)	OTHER NEEDS	
1.1	Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation.	
1.2	Annual State Indian Conference - 1 parent and student will attend and participate as presenters. Registration, Lodging, Meals and Transportation.	
1.3	Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies.	
1.4	JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School.	
	TOTAL	$ 7,500.00
TOTAL DIRECT CHARGES		$11,865.00
TOTAL INDIRECT CHARGES (6.11%)		$ 725.00
TOTAL BUDGET		$ 12,590.00

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION
AMERICAN INDIAN EDUCATION PROGRAM RESOURCE

JOB SUMMARY: Under supervision of the American Indian Education Program Supervisor, to assist in working with students, parents, school staff and the American Indian community in implementing program activities that accomplish the goals of the American Indian Education Program.

ESSENTIAL FUNCTIONS: (include but not limited to):

1. Maintains clerical records involving schedules, logs, student names, program activities and bulletins.
2. Attend weekly meetings with program staff for staff training.
3. Visit school sites, as assigned.
4. Meet with school staff to set up schedule and place for time on campus.
5. Plan activities to be implemented with students.
6. Submit list of activities to program Supervisor for approval.
7. Submit list of supplies and materials for student use that sustain program activities.
8. Meet with students identified by the Program, face-to-face, at least once each month.
9. Contact school staff to inform them of program activities
10. Contact parents to inform them of program activities.
11. Present program activities for students.
12. Contact school staff regarding academic progress of American Indian students.
13. Contact parents of American Indian students regarding academic progress.
14. Inform Program Supervisor of academic needs for American Indian students.
15. Provide academic assistance to American Indian students, upon request from Program Supervisor.
16. Assists in maintaining discipline at all times.
17. Performs other related work as assigned.

EMPLOYMENT STANDARDS:

Required:

1. High school diploma and
2. AA Degree or
3. 48 units in college credit or
4. Pass the Adult Education Proficiency Test

Knowledge of:

1. American Indian Community, history, culture, needs and activities.
2. Correct English usage, spelling, grammar, and punctuation.
3. General office procedures and practices with the understanding of the importance of using them properly in the day-to-day operation.

Ability to:

1. Establish and maintain cooperative and effective working relationships with the American Indian community, school administration, fellow employees, students, and parents.
2. Travel to school sites.
3. Compile and maintain accurate clerical records and reports as directed, in a concise, clear manner.
4. Organize and supervise children in games, play, or group activities.
5. Speak and write effectively.
6. Operate common office machines and equipment effectively, including the computer.
7. Understand and carry out oral and written instructions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0003	See Block 16C	0020222582	

6. ISSUED BY CODE A13

BIA PACIFIC 00013
2800 COTTAGE WAY ROOM W2820
Contracting Office
Sacramento CA 95825

7. ADMINISTERED BY (If other than Item 6) CODE A13

DOI, BIA PACIFIC
Contracting Office
2800 COTTAGE WAY ROOM W2800
Sacramento CA 95825

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Attn: ATTN GOVERNMENT POC
5150 FRUITLAND RD
MARYSVILLE CA 95901-9505

CODE 0071316888 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. A19AV00491

10B. DATED (SEE ITEM 13) 04/01/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $12,590.00
01

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

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

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

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

CFDA Number: 15.130
DUNS Number: 100122274
Marysville Joint Unified School District, to award additional 201 JOM Funds.

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

THESE FUNDS ARE MADE AVAILABLE PURUSANT TO H.J. RES. 28/FURTHER ADDITIONAL CONTINUING APPROPRIATIONS ACT, 2019. FUNDS ARE AVAILABLE THROUGH THEIR PERIOD OF AVAILBILITY. (JAN. 25, 2019).
Legacy Doc #: IA
Delivery: 06/30/2021
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Gary Cena, Superintendent of Schools		Tina Fourkiller TEL: 916-930-3744 EMAIL: Tina.Fourkiller@bia.gov	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 0009061761 BIA PRO CCA 650 Capitol Mall Suite 8 500 SACRAMENTO CA 95814-4701 US Account Assignm: K G/L Account: 6100.252I0 Business Area: A000 Commitment Item: 252I00 Cost Center: AADD50J010 Functional Area: A0E904545.999900 Fund: 201A2106DD Fund Center: AADD50J010 PR Acct Assign: 01 Period of Performance: 10/01/2018 to 09/30/2021				
00040	201 AOE904545 JOM Funds Obligated Amount: $12,590.00 THIS AWARD IS BEING ISSUED TO FUND ADDITIONAL JOM FUNDS.				12,590.00

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PROJECT WAYFINDER

Project Wayfinder Inc.
PO Box 2876
Berkeley, CA 94702
(650) 575-5199

WAYFINDER PRICE QUOTE

2021-2022 SCHOOL YEAR

DATE
7/15/21

QUOTE NO.
1

BILL TO
Rocco Greco
MJUSD

PAY TO
Project Wayfinder Inc.
PO BOX 2876, Berkeley CA 94702
accounting@projectwayfinder.com
(650) 575-5199

ITEM DESCRIPTION	NOTES	QTY	PRICE EA	TOTALS
Annual Student Digital License	Middle School Students	1,720	50	$ 86,000.00
Districtwide Training	Training Middle School Staff *(waived)*	1	0	$ -
Teacher License	Annual Teacher License	60	95	$ 5,700.00
Administrative Consulting & Program Management	Experienced Program Veteran	1	9,500	$ 9,500.00
Service and Support Package	Comprehensive Support + Coaching	1	19,500	$ 19,500.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SUBTOTAL			$ 120,700.00
	TRAVEL & LODGING			$ -
	ADDITIONAL EXPENSES*			$ -
	SHIPPING & HANDLING			$ -
	SALES TAX			$ -
	TOTAL PRICE			**$120,700.00**

For questions concerning this quote, please contact
Nicole Germanov | 650-575-5199 | Nicole@Projectwayfinder.com
Please make all checks payable to Project Wayfinder Inc
www.projectwayfinder.com

Signature:_____ Date:_____

Printed Name: Penny Lausenz
Asst. Supt. of Business Services

Business Services Department
Approval : PL
Date: 7-27-21

DocuSign Envelope ID: EF470A00-AACD-48AF-A367-457EA24652F6

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Memorandum of Understanding (MOU) between Parent and Marysville Joint Unified School District (District)

Date: July 9, 2021

Per the Individual Education Plan (IEP) dated 09/14/2020, parent will be reimbursed for mileage to school.

The District agrees to provide mileage reimbursement for travel to and from school on days in which school is in session. Mileage reimbursement rate paid according to the IRS Standard rate. Currently .56 cents per mile.

Parent is the responsible party for transportation/safety and assumes all liability regarding the transportation of student to school.

Home address:

[redacted]

Student attendance will be verified monthly by the Student Services Office and parent will be reimbursed according to actual attendance of the child at a rate of:

49.2 miles to school and from school = 98.4 miles per school day x $.56 = $55.10 per day of attendance. Agreement is pending board approval and the district acknowledges payment beginning with August 31, 2021.

Reimbursement will be processed by the District Business Office on a monthly basis and will be sent to the address listed above.

By signing below, parties acknowledge full acceptance of the terms above:

DocuSigned by:
Helen Kurtz
CE7E09B2AA09400...

7/13/2021

Parent Signature Date:

Business Services Date:

Penny Lausens, Asst. Supt. of Business Services

Date of Board Approval: _____

Business Services Department Approval: PL
Date: 7-28-21

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AGREEMENT FOR SERVICES OF COUNSELING CONSULTANT (SCHOOL-BASED COUNSELING SERVICES)

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of August, 2021 between Marysville Community Day School, 1949 B St., Marysville, CA 95901, Yuba County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from August 10, 2021 to June 2, 2022.

RECITALS

A. District provides educational and educationally related counseling to school age children and their families, and in the conduct of that business desires to have certain services, as a consultant, to be performed by Consultant.
B. Consultant agrees to perform these services for District under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises set forth in this Agreement, it is agreed by and between District and Consultant as follows:

1.0 Engagement of Consultant as Independent Contractor

District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

Consultant will be entirely and solely responsible for all acts and the acts of Consultant's agents and employees while engaged in the performance of the work contracted for. Consultant is not an employee of District and is not entitled to the benefits provided by District to its employees, including, but not limited to, District group insurance and pension plans. Consultant may practice its profession for others during those periods when Consultant is not performing work under this contract for the District. District may, during the term of this Agreement, engage other independent contractors to perform the same work that Consultant performs under this

Business Services Department
Approval: YL
Date: 8-2-21

Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

3.0 Nature of Work

Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable.

Specific services may include, but will not necessarily be limited to, the following:

A. School-based services:
   1) Individual counseling sessions
   2) General psychosocial interventions
   3) Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in

an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

E. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the District may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) totaling 24 hours per week.

I) MHS I

(1) Holds a bachelor degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the state of California may also be eligible to hold this position.

II) MHS II

(1) Registered Associate or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

B. One (1) clinical supervisor, and

C. One (1) organizational leadership and support staff member.

5.0 Payment

District will pay Consultant the total sum of SIXTY SIX THOUSAND NINETY SIX DOLLARS AND ZERO CENTS ($66,096.00) for the work required to be performed pursuant to this Agreement, as follows:

Any combination of Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

Weeks: 36 Weeks

Hours: 24 MHS hrs per week

Price: $76.50 per hour

$64,800.00	Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 24 MHS I or MHS II hours for 36 weeks during the 2021-2022 School Year.
$1,296.00	2% 2021-2022 Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - February 2021 - 2% based on 2021-2022
$66,096.00	**Total Cost of Contract**

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training days. Consultant shall invoice the District by the 5th of the same month during which services are to be provided. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. Consultant shall not be compensated in arrears. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

However invoiced, Consultant shall not be entitled to more than $66,096.00 for the 2021-2022 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and

service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law.

Any such information communicated to District as mentioned shall be, and remain, the property of District notwithstanding the subsequent termination of this agreement.

Consultant will work and coordinate with one designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing.

Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.

7.0 Control of Work and Workers by Consultant

Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

8.0 Furnishing of Materials and Equipment

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (recommended speed of 50 Mb/s), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.

9.0 Place of Performance of Services

The services to be performed under this Agreement shall be performed at the District's place of business at the address set forth above and other District locations as District may determine or online.

10.0 Hiring of Employees

Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to discharge workers in Consultant's employment.

11.0 Supervision by Consultant

Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.

12.0 Right of District to Supervise and Inspect

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles.

District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

Consultant will carry and maintain throughout the period of this Agreement, at Consultant's sole cost, workers' compensation liability insurance in an approved company or companies, to cover all classifications of work contemplated by this Agreement, and also will carry and maintain throughout the period of this Agreement:

1. Public liability insurance in an approved company or companies, within the limits of one million dollars ($1,000,000.00) for each person, and three million dollars ($3,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by District within thirty (30) days.
2. State workers compensation coverage as required by law. Employees liability with a limit of not less than $1,000,000.00.

This insurance shall be adequate to protect both Consultant and District from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in

this Agreement.

All consultant policies shall contain an endorsement providing that written notice shall be given to District at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy.

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on August 10, 2021, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "Consumer Price Index, West Region" as created by the Bureau of Labor Statistics , with February 2020 to February 2021 as the term of increase.

18.0 Assignment

This Agreement is personal to the parties and may not be assigned by

Consultant, in whole or in part, without the prior written consent of the District.

19.0 Representative's Authority

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 District's Obligation on Termination of Agreement by Consultant

If, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective date of termination.

25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement at_____ California, on the dates designated below.

DISTRICT

Penny Lausang
Asst. Supt. of Business Services

Superintendent or Designee — Date

Marysville Community Day School

CONSULTANT

Jacob Vallejo, Director of Operations — Date

Wellness Together, Inc. Taxpayer ID: 81-1653329

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maxim
healthcare staffing

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 10 day of August, 2021, by and between **Marysville Joint Unified School District** located at 1919 B Street Marysville, CA 95901, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Avenue, Suite 235 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a Marysville Joint Unified School District located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.**

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Business Services Department
Approval: PK
Date: 8-2-21

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V.1 – 2021.01
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Section 2.2 **Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

1) Possess current state license/registration and/or certification.

2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.

7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 **Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

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ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 **Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 **Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 **Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 **Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

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Section 3.5 **Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 **Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 **Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 **Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in

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EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 **Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.12 **Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 **Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

☒Weekly
☐Bi-weekly
☐Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

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Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
ATTN: Jessica Guth

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.**
MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence,

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active negligence, sole negligence, and/or willful misconduct.Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 ATTN: Jessica Guth	Maxim Healthcare Staffing Services, Inc. 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department COPY TO: Maxim Healthcare Staffing Services, Inc. 1050 Fulton Ave. Suite 235 Sacramento, CA 95825 ATTN: **Vanessa Dugan**

Section 6.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing indiviual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistant.

Section 6.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any

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modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 **Limitation on Liability**. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 **Confidentiality.**

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

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C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 **HIPAA/FERPA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

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Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:	MAXIM HEALTHCARE STAFFING SERVICES, INC.: Andrea Torres jutorres@maxhealth.com
Signature	Signature
Penny Lausong, Asst. Supt. of Business Services Printed Name & Title	Andrea Torres, Assistant Controller Printed Name & Title
8-2-21 Date	07/27/2021 Date

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ATTACHMENT A

Marysville Joint Unified School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 18 May 2021:

Service	Rate (per hour)
Borad Certified Behavior Analyst (BCBA)	$125
Behavior Tech (BT)	$50
Behavioral Mid – Level Supervisor	$80
SLPA/COTA/PTA	$72
Health Aide/EMT	$40
Medical Assistant (MA)	$42
Licensed Vocational Nurse (LVN)	$55
Register Nurse (RN)	$75
School Credentialed Nurse	$95
Overnight School Field Trips (BT and Nursing)	$2000 (2+ nights)
Physical Therapist (PT)/ Occupational Therapist (OT)	$85 - $120
School Psychologist	$90 - $120
Speech Language Pathologist (SLP)	$90 - $120
Associate Clinical Social Worker (ASW)	$85
Lisenced Clinical Social Worker (LCSW)	$110
Licesned Marriage and Family Therapist (LMFT)	$110
Special Education Teacher – Mild/Mod	$85
Special Education Teacher – Mod/Severe	$90

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at $According to CA State Law per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:

Signature

Penny Lauseng, Asst. Supt. of
Printed Name & Title Business Services

8-2-21
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Andrea Torres
jutorres@maxhealth.com
Signature

Andrea Torres, Assistant Controller
Printed Name & Title

07/27/2021
Date

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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 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 August 10, 2021 through June 30, 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 **Occupational Therapy and Certified Occupational Therapy Assistant** screenings, therapy, IEP meetings attendance (if held on agreed upon days of service), consultation, small group, or direct contact. Additional assessments will result in an additional charge.

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.

Business Services Department
Approval: FK
Date: 8.2.21

5. **Records**

School Steps will maintain a complete set of detailed records with regard to work performed under this agreement including therapist case notes per best practices. School Steps employees make no claim to the benefits Contracting Agency provides to employees of Contracting Agency.

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 30 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 30-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 1year(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 $25,000.00 pro-rated per full time equivalent.

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 August, 2021.

School Steps, Inc.

By: _____
Matt Stringer, President

Date: 7/27/21

Marysville Joint Unified School District

By: _____

Print Name: Penny Lausen

Title: Asst. Supt. of Business Services

Date: 8-2-21

Exhibit A
Services and Rates
2021-2022

Services	Rates
Occupational Therapy	$100.00/HOUR
Certified Occupational Therapy Assistant	$70.00/HOUR

Hours: (.50) OT Services
(2) COTA Services

If hours or workload changes, approval must be requested and approved before providing additional services.

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 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 August 10, 2021 through June 30, 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 (**Speech Language Pathology**), screenings, therapy, IEP meetings attendance (if held on agreed upon days of service), consultation, small group, or direct contact. Additional assessments will result in an additional charge.

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.

Business Services Department
Approval: PK
Date: 5-2-21

5. **Records**

School Steps will maintain a complete set of detailed records with regard to work performed under this agreement including therapist case notes per best practices. School Steps employees make no claim to the benefits Contracting Agency provides to employees of Contracting Agency.

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 30 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 30-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 1year(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 $25,000.00 pro-rated per full time equivalent.

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 August, 2021.

School Steps, Inc.

By: _____
Matt Stringer, President

Date: 7/27/21

Marysville Joint Unified School District

By: _____

Print Name: Penny Lausong

Title: Asst. Supt. of Business Services

Date: 8-2-21

Exhibit A
Services and Rates
2021-2022

Services	Rates
Speech Language Pathology	$100.00/HOUR

Hours: (3) full time SLP therapists

- 40 hours per week per therapist

If hours or workload changes, approval must be requested and approved before providing additional services.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

60

Business Services Department
Approval : PL
Date: 8-2-21

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,

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.

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2021-2022 CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Specialized Education of California, Inc. who owns and operates Sierra Lower 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. who owns and operates Sierra Lower 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 30th, 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

70

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention

Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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 (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a 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 (5th) 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 1st 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. **Who owns and operates** **Sierra Lower School of Sacramento** **Nonpublic School/Agency**	**Marysville Joint Unified School District** **LEA Name**
By: _____ 7/30/2021 **Signature** **Date**	**By:** _____ **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 **Dustin Hefner, Director**			**Name and Title** **Kristina Royer, Director of Program Services**		
Nonpublic School/Agency/Related Service Provider **Sierra Lower School of Sacramento**			**LEA** **Marysville Joint Unified School District**		
Address **9738 Lincoln Village Drive**			**Address** **1919 B Street**		
City **Sacramento**	**State** **CA**	**Zip** **95827**	**City** **Marysville**	**State** **CA**	**Zip** **95901**
Phone **(916) 488-5455**	**Fax** **(916) 488-6763**		**Phone** **(530) 749-6182**	**Fax** **(530) 741-7850**	
Email Dustin.hefner@sesischools.com			**Email** **kroyer@mjusd.k12.ca.us**		

Additional LEA Notification
(Required if completed)

Name and Title		
Address		
City	**State**	**Zip**
Phone	**Fax**	
Email		

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EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Education of California, Inc. who owns and operates Sierra Lower School of Sacramento
The CONTRACTOR CDS NUMBER: 34-67439-6130025

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

Maximum Contract Amount: $86,850.00

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: $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

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$26.00	hour
Language and Speech (415)	$140.00	hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$140.00	hour
Physical Therapy (460)	$140.00	hour
Individual Counseling (510)	$90.00	hour
Counseling and Guidance (515)	Included in daily rate	
Parent Counseling (520)	$130.00	hour
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$90.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

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

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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 Lower School of Sacramento

LEA Case Manager: Name Kacy Grimes Phone Number (530) 741-6112 x3623

Pupil Name [redacted] (Last) [redacted] (First) [redacted] (M.I.) Sex: [redacted] Grade: [redacted]

Address [redacted] City Marysville State/Zip CA/[redacted]

DOB [redacted] Residential Setting: X Home ☐ Foster ☐ LCI # _____ ☐ OTHER

Parent/Guardian [redacted] Phone ([redacted]) ([redacted]) [redacted] (Residence) ( ) (Business)

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

AGREEMENT TERMS:

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

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   20 during the extended school year

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

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: $180.00

Estimated Number of Days 200 **x Daily Rate** $180.00
= PROJECTED BASIC EDUCATION COSTS $36,000.00

B. RELATED SERVICES:

SERVICE	LEA	NPS	OTHER Specify	# 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
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		Eight sessions/month, 30 min/session	$70.00	86	$6,020.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		60 minutes monthly	$90.00	12	$1080.00

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Counseling and guidance (515).		X		30 sessions/year, 40 min/session	Included in daily rate	30	Included in daily rate
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
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 $ 7,100.00

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TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ $ 43,100.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: X Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-

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

7-14-21

(Signature) (Date)

Dustin Hefner, Director

(Name and Title)

-LEA/SELPA-

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

(Signature) (Date)

Penny Lauseng,
Assistant Superintendent, Business Services
(Name of Superintendent or Authorized Designee)

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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 Lower School of Sacramento

LEA Case Manager: Name Adam Pitts Phone Number 530-741-6150 x2519

Pupil Name [redacted] [redacted] Sex: [redacted] Grade: [redacted]
(Last) (First) (M.I.)

Address [redacted] City [redacted] State/Zip CA[redacted]

DOB [redacted] Residential Setting: X Home ☐ Foster ☐ LCI # _____ ☐ OTHER

Parent/Guardian [redacted] Phone ([redacted]) [redacted] ([redacted]) [redacted]
(Residence) (Business)

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

AGREEMENT TERMS:

2. *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

3. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year

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

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

Estimated Number of Days 200 **x Daily Rate** $210.00
= PROJECTED BASIC EDUCATION COSTS $42,000.00

B. RELATED SERVICES:

SERVICE	LEA	NPS	OTHER Specify	# 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
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)		X		25 sessions/year, 30 min/session	$70.00	25	$1,750.00
Physical Therapy (460)							
Individual Counseling (510)				100			

Counseling and guidance (515).		X		30 sessions/year, 40 min/session	Included in daily rate	30	Included in daily rate
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
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				101			

ESTIMATED MAXIMUM RELATED SERVICES COST $ 1,750.00

0
TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ $ 43,750.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: X Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-	-LEA/SELPA-
Sierra Lower School of Sacramento (Name of Nonpublic School/Agency)	Marysville Joint Unified School District (Name of LEA/SELPA)
7-14-21 (Signature) (Date)	(Signature) (Date)
Dustin Hefner, Director (Name and Title)	Penny Lauseng, Assistant Superintendent, Business Services (Name of Superintendent or Authorized Designee)

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Sierra Lower School of Sacramento
Service and Fee Information
2021 - 2022

Specialized Academic Instruction **(SE)**	$180.00/day – $30.00/hour
B.E.S.T Model Service	$30.00/day
Behavior Intervention – Design or Planning **(BID)**	Included in Daily Rate
Behavior Intervention - Implementation **(BII)**	Included in Daily Rate
Behavior Intervention Services **(BIS)**	$90.00 per hour
Counseling and Guidance Services – Individual **(IC)**	$90.00 per hour
Counseling and Guidance Services – Group **(IC)**	Included in Daily Rate
Language and Speech Development and Remediation **(LSD)**	$140.00 per hour
Occupational Therapy **(OT)**	$140.00 per hour
Physical Therapy **(PT)**	$140.00 per hour
Parent Counseling and Training **(PCT)**	Included in Daily Rate
Specially Designed Vocational Education and Career Development **(VECD)**	Included in Daily Rate
Intensive Individual Services **(1:1 Aide)**	$26.00/hour
Transportation	(Marysville Joint Transports)

SIERRA
SCHOOL

School Contact:

Dustin Hefner, Director
Dustin.hefner@sesischools.com

Monica Stevenson, IEP coordinator/ Admin Assistant
monica.stevenson@sesischools.com

Katelyn Longstreth, Administrative Assistant
katelyn.longstreth@sesischools.com

Sierra Lower Support Staff
Nicole Curran, LMFT school therapist
Teresa Vinciguerra, LMFT school therapist
Katie Jackson, SLP
James Stacey, OT

Sierra Lower Teachers
Tanya Ax
Breanna Banks
Skylar Bybee
Camille Ochoa
Erin Rossi
Laura Arnold
Payton Starke
Marina Pacheco

SIERRA SCHOOL

Sierra Lower School of Sacramento
Service and Fee Information
2021 - 2022

Specialized Academic Instruction **(SE)**	$180.00/day – $30.00/hour
B.E.S.T Model Service	$30.00/day
Behavior Intervention – Design or Planning **(BID)**	Included in Daily Rate
Behavior Intervention - Implementation **(BII)**	Included in Daily Rate
Behavior Intervention Services **(BIS)**	$90.00 per hour
Counseling and Guidance Services – Individual **(IC)**	$90.00 per hour
Counseling and Guidance Services – Group **(IC)**	Included in Daily Rate
Language and Speech Development and Remediation **(LSD)**	$140.00 per hour
Occupational Therapy **(OT)**	$140.00 per hour
Physical Therapy **(PT)**	$140.00 per hour
Parent Counseling and Training **(PCT)**	Included in Daily Rate
Specially Designed Vocational Education and Career Development **(VECD)**	Included in Daily Rate
Intensive Individual Services **(1:1 Aide)**	$26.00/hour
Transportation	(Marysville Joint Transports)

SIERRA SCHOOL

2020-2021 School Calendar
https://sesischools.com/locations/california/

July 2021

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

July 1-9: ESY
5: 4th of July observed
July 12-31: Summer Break
July

August 2021

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

Augus 2-6: Staff Development
August 9: First Day of School!
August 18: Minimum Day

September 2021

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

September 1: Minimum Day
September 6: Labor Day
September 15: Minimum Day
September 29: Minimum Day
September

October 2021

S	M	T	W	T	F	S
					31	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
31						21

October 13: Minimum Day
October 27: Minimum Day

November 2021

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

November 10: Minimum Day
November 11: Vetern's Day
November 19: Minimum Day
November 22-26: Thanksgiving Break

December 2021

S	M	T	W	T	F	S
			31	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	
						12

December 17: Minimum Day
December 20-31: Winter Break

January 2022

S	M	T	W	T	F	S
						31
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	29
30	31					19

January 3: Staff Development - No Students
January 12: Minimum Day
January 17: MLK Holiday
January 26: Minimum Day

February 2022

S	M	T	W	T	F	S
		1	2	3	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					
						15

February 9: Minimum Day
February 18: Minimum Day
February 21-25: President's Week

March 2022

S	M	T	W	T	F	S
		31	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	30	31		
						23

March 9: Minimum Day
March 23: Minimum Day

April 2022

S	M	T	W	T	F	S
					31	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	29	30
						15

April 8: Minimum Day
April 11-18: Spring Break
April 18: Staff Development - No Students
April 27: Minimum Day
April

May 2022

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

May 11: Minimum Day
May 20: Minimum Day
May 27: Minimum Day and Last Day
May 30-31: No School

June 2022

S	M	T	W	T	F	S
			1	2	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		
						15

June1-3: No School
- 30: ESY
No School on Fridays
June 6

July 2022

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

July 4: Fourth of July
July 5 - 7: ESY

FIRST SEMESTER 8/9/21 - 1/5/22
Quarter One: 8/9/21 - 10/11/21
Quarter Two: 10/12/21 - 1/5/22

SECOND SEMESTER 1/6/22 - 5/27/22
Quarter Three: 1/6/22 - 3/17/22
Quarter Four: 3/18/22 - 5/27/22

Lower School Hours:
8:15 am - 2:00 pm
Minimum Days:
8:15 am - 12:00 pm

Upper School Hours:
8:00 am - 2:30 pm
Minimum Days:
8:00 am - 12:00 pm

Calendar Key

- Minimum Day
- No School/Holiday
- First/Last Day
- ESY June 6 - July 7
- Staff Development

Sierra School of Sacramento, 9738 Lincoln Village Drive, Suite 100, Sacramento, CA 95864
Lower Phone: (916) 488-5455 Upper Phone: (916) 930-6189

CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC SCHOOL CERTIFICATION

Date January 28, 2021
NPS ID 34674476130025
Nonpublic School: Sierra School at Sacramento lower
Site Administrator: Carlee Wilkes
Site Address: 9738 Lincoln Village Dr. #100
City: Sacramento CA 95827
Grades: K to 8 **Approved Classrooms:** 9 **Student Gender:** Coed

2021 CERTIFICATION STATUS:
APPROVED ☐ *Amended*

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

EFFECTIVE DATES:
January 01, 2021, *through* December 31, 2021

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

- ☑ Autism
- ☐ Deaf/Blind
- ☐ Deaf
- ☑ Emotional Disturbance
- ☐ Established Medical Disability
- ☐ Hard of Hearing
- ☐ Hearing Impaired
- ☑ Intellectual Disability
- ☑ Multiple Disabilities
- ☐ Orthopedic Impairment
- ☑ Other Health Impairment
- ☐ Speech and Language Impairment
- ☑ Specific Learning Disability
- ☐ Traumatic Brain Injury
- ☐ Visual Impairment

Authorized to Provide the Following Related Services:

☐ APE	☐ BII	☑ LSDR	☐ PCT	☐ SAI	☐ VECD
☐ AS	☑ CG	☐ MT	☐ PS	☐ SDTI	☐ LI:
☐ ATS	☐ EE	☐ OM	☑ PT	☐ SW	☐ Other Services Authorized:
☐ BID	☐ HNS	☑ OT	☐ RS	☐ TS	
				☐ VS	

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

Certification is not an endorsement of the services offered by the nonpublic school (NPS), but states only that the NPS meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit, Special Education Division

CATALEA-01 ZWALSH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2020

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

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

PRODUCER
Thompson Flanagan Executive Liability Group
626 W. Jackson Blvd. 5th Floor
Chicago, IL 60661

CONTACT NAME: Colleen Sokolowski
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: csokolowski@thompsonflanagan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Redwood Fire and Casualty Insurance Company	11673
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Specialized Education Services, Inc.
Specialized Education of California, Inc.
2 Aquarium Drive
Camden, NJ 08103

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2158913	7/16/2020	7/16/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						SEXUAL MISCONDU	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2158913	7/16/2020	7/16/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			PHUB731579	7/16/2020	7/16/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		CAWC141124	7/16/2020	7/16/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Sexual Abuse & Mol.			PHPK2158913	7/16/2020	7/16/2021	General Aggregate	3,000,000
A	Incidental Prof. Lia			PHPK2158913	7/16/2020	7/16/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Carbin Stephenson

ACORD 25 (2016/03)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
SIERRA SCHOOL OF LOWER SACRAMENTO

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
2 AQUARIUM DRIVE SUITE 100

Requester's name and address (optional)

6 City, state, and ZIP code
CAMDEN NJ 08103

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 2 – 3 7 1 4 6 9 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 5/28/20

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Sierra Lower School

st Name	First Name	Position	B-Day	DOH	Fingerprint	ATI Number	TB	TB Renewal Due	Pro-Act	Pro-Act Renewal	STRS Retiree	Emerg	Ins	Dir D	Sex H	Child Ab	Missing C
kes	Carlee	Director	1/8	8/15/07	7/30/07	M211ERC035	10/21/19	10/21/23	7/27/18	7/27/21	N	x	x	x	x	x	x
lerson	Joneisha	Teacher	7/26	2/3/20	1/24/20	B024ANJ061	5/6/19	5/6/23			N						
ns	John	Teacher	2/13	4/1/19	3/29/19	I088AKJ950	3/28/19	3/28/23	4/3/19	4/3/22	N						
non	Lisa	RIS	8/13	3/13/13	3/12/13	I071ALA088	1/31/19	1/31/23	12/7/18	12/7/21	N	x		x	x	x	x
	Tanya	Teacher	4/20	7/30/19	7/2/19	I228MAT615	2/28/19	2/28/23	7/22/19	7/22/22	N						
ley	Tayna	TA	3/4	10/2/18	9/20/18	I263BAT727	7/24/18	7/24/22	10/3/18	10/3/21	N						
ks	Breanna	TA	10/7	10/8/19	9/23/19	I266BAB732	9/15/16	9/15/20	10/10/19	10/10/22	N						
narski	Indira	TA		1/21/20	1/14/20	B014BEI384	1/16/20	1/16/24	1/24/20	1/24/23	N						
ll	Kelsey	Teacher	11/3	5/22/17	5/12/17	I132BUK732	10/12/17	10/12/21	8/3/17	8/3/20	N	x		x	x	x	x
ee	Skylar	Teacher	12/21	7/23/18	8/28/18	I240BYS959	12/14/18	12/14/22	8/6/18	8/6/21	N						
npbell	Colleen	Assoc Dir	3/11	7/23/18	7/23/18	I204CAC078	8/1/18	8/1/22	7/27/18	7/27/21	N						
r	Douahlee	1:1 IA	3/23	8/12/15	7/23/15	I204CHD928	10/17/19	10/17/23	7/30/19	7/30/22	N	x	x	x	x	x	x
dros	Amanda	1:1 IA	3/27	9/3/19	8/26/19	I238CUA473	9.20.19	9.20.23	9.13.19	9.13.22	N						
ran	Nicole	Therapist	6/25	4/18/17	4/17/17	I107CUN469	8/9/17	8/9/21	3/30/17	3/30/20	N	x		x	x	x	x
e	Cecelia	1:1 IA	7/15	3/25/08	3/12/08	M072DOC025	10/17/18	10/17/22	7/27/18	7/27/21	N	x	x	x	x	x	x
e	Ruben	IA	10/28	4/27/07	4/25/07	M114DOR018	10/24/19	10/24/23	7/27/18	7/27/21	N	x	x	x	x	x	x
io	Felicia	1:1 IA	2/21	7/11/16	5/11/16	I132FAF718	1/6/19	1/6/23	7/30/19	7/30/22	N	x		x	x	x	x
cia	Lori	1:1 IA	5/21	11/15/13	11/15/13	I317MAL246	10/20/17	10/20/21	8/1/17	8/1/20	N	x	No	x	x	x	x
ner	Dustin	Assoc Dir	5/7	2/23/17	2/10/17	I041HED457	10/20/17	10/20/21	3/30/17	3/30/20	N	x		x	x	x	x
ton	Rachel	Teacher	12/10	8/5/19	12/11/17	G345HOR343	12/19/17	12/19/21	2/27/18	2/27/21	N						
e	Sebastian	Teacher	9/6	9/23/19	9/20/16	I256HOS264	5/23/16	5/23/20	11/4/16	11/4/19	N						
cson	Demar	1:1 IA	5/28	4/16/12	6/25/12	I177JAW161	1/11/19	1/11/23	7/26/18	7/26/21	N	x	x	x	x	x	x
gstreth	Katelyn	Admin Asst	4/11	2/18/20	1/31/20	I031LOK690	10/1/18	10/1/22			N						
ten	Priscilla	TA	3/11	3/4/19	2/12/19	F043MAP128	10/18/19	10/18/23	3/8/19	3/8/21	N	x					
Ghee	Veida	TA	6/28/19	2/25/19	2/19/19	B045MCV935	2/13/18	2/13/22	3/7/19	3/7/22	N						
noz	Emilio	TA		11/12/19	10/28/19	B301MUE348	6/24/20	6/24/24	12/5/19	12/5/22	N						
r	Anisa	IA	3/8	8/6/18	8/3/18	I213NOA707	6/28/16	6/28/20	11/3/16	11/3/19	N						
oa	Camille	Teacher	9/25	3/20/17	3/1/17	B060OCC637	4/5/16	4/5/20	3/30/17	3/30/20	N	x		x	x	x	x
line	Shalimar	Teacher	11/22	3/14/17	3/9/17	I068PAS125	8/5/18	8/5/22	3/30/17	3/30/20	N	x		x	x	x	x
bson	Erica	IA	11/12	7/18/16	5/25/16	I137ROE761	9/19/19	9/19/23	9.13.19	9.13.22	N	x	No	x	x	x	x
si	Erin	Teacher	4/10	7/30/19	7/8/19	I189ROE248	5/15/17	5/15/21	8/1/19	8/1/22	N						
ke	Frank	TA	3/9	10/14/19	9/24/19	I267STF737	1/10/19	1/10/23	11/7/19	11/7/22	N						
enson	Monica	Admin Asst	12/30	9/5/17	8/24/17	I236STL549	8/25/17	8/25/21	7/30/19	7/30/22	N	x		x	x	x	x
ughter	Leon	TA/SUB	1/10	10/16/19	9/30/19	I273STL370	5/15/18	5/15/22	11/7/19	11/7/22	N						
co	Brenda	TA	12/4	1/13/20	12/23/19	B357TEB141	4/19/18	4/19/23	1/24/20	1/24/23	N						
din	Juan	TA	8/12/18	9/24/18	9/20/18	1255VEJ545	12/18/18	12/18/22	10/3/18	10/3/21	N						
ton	Kayla	1:1 IA	8/6	3/1/18	2/26/18	I057WAK895	12/18/17	12/18/21	7/26/18	7/26/21	N						
ciguerra	Teresa	Therapist	9/4	4.22.19	4/2/19	I092VIT782	4.2.19	4.2.23	5/9/19	5/9/22	N						

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

Last Name: OCHOA
First Name: CAMILLE
Middle Name: JAVIER

Last Known County of Employment:
Note: Please verify County of Employment is current
Adverse and Commission Actions Indicator:
If flag displayed, click the Adverse and Commission Actions t

Document Title	Term	Document Number	Status	Issue Date
Education Specialist Instruction Credential	Level 1	200109531	Valid	9/1/2020
Education Specialist Instruction Credential	Level I	150228424	Valid	8/14/2015

Authorizations/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	MM	Mild/Moderate Disabilities

Renewal Requirements

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

Renewal Code	Additional Des	Renewal Description
RSMC		The holder must complete the Subject Matter Competence requirement.
NSEE		The holder must complete at least one semester unit of supervised field experience in general education or 45 clock hou students.
READ		The holder must complete the developing English language skills, including reading, requirement.
US		The holder must complete the U.S. Constitution requirement.
HEAL		The holder must complete a course in health education including nutrition, the effects of abuse of alcohol, narcotics, an also complete training in CPR that meets the standards set by the American Heart Association in its B-level course or th American Red Cross.
RSG		The holder must complete the equivalent of a Commission-approved preliminary program in the specialty area listed on t
RSGN		The holder must complete a Commission-approved special education induction program and obtain formal recommenda
CA2X		This two-year extension is to allow the holder additional time to meet the requirements for a clear credential. To meet th must complete a Commission-approved induction program and all other renewal requirements listed on the document (a

Employment Restrictions

Organization Type	Organization	County

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

Last Name: HOLTON

First Name: RACHEL

Middle Name:

Last Known County of Employment:

Note: Please verify County of Employment is current

If flag displayed, click the Adverse and Commission Actions t

Adverse and Commission Actions Indicator:

Document Title	Term	Document Number	Status	Issue Date
Certificate of Clearance		180019121	Valid	1/23/2018
Provisional Internship Permit		200031627	Valid	8/19/2019

Authorizations/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description

Renewal Requirements

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

Renewal Code	Additional De	Renewal Description

Employment Restrictions

Organization Type	Organization	County

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

Last Name: BUELL

First Name: KELSEY

Middle Name: COLLEEN

Last Known County of Employment:

Note: Please verify County of Employment is current

Adverse and Commission Actions Indicator:

If flag displayed, click the Adverse and Commission Actions I

Document Title	Term	Document Number	Status	Issue Date
Child Development Associate Teacher Permit		160193265	Valid	12/1/2016
Short-Term Staff Permit		190227941	Valid	9/1/2019

Authorizations/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
12B	This permit authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and to supervise a Child Development Assistant Permit holder.	NONE	

Renewal Requirements

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

Renewal Code	Additional Des	Renewal Description
12B1		This Associate Teacher Permit may only be renewed once. To renew this permit the holder must complete a minimum o applicable toward the Child Development Teacher Permit.
12I		Regulations allow the holder of this initial issuance of a Child Development Permit to upgrade to a more advanced permi document for one-half of the application fee in effect at the time that the application is submitted. The application must the holder qualifies for the new Child Development Permit.

Employment Restrictions

Organization Type	Organization	County

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

Last Name: BYBEE

First Name: SKYLAR

Middle Name:

Last Known County of Employment:

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

Adverse and Commission Actions Indicator:

Document Title	Term	Document Number	Status	Issue Date
Certificate of Clearance		180227097	Valid	9/14/2018
Provisional Internship Permit		190228472	Valid	8/12/2019

Authorization Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description

Renewal Requirements

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

Renewal Code	Additional De	Renewal Description

Employment Restrictions

Organization Type	Organization	County

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

Last Name: AX

First Name: TANYA

Middle Name: NIKOLOVA

Last Known County of Employment:

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

Adverse and Commission Actions Indicator:

Document Title	Term	Document Number	Status	Issue Date
Certificate of Clearance		170120531	Valid	6/7/2017
Education Specialist Instruction Credential	Waiver	W19001547	Valid	8/12/2019

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description

Renewal Requirements

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

Renewal Code	Additional De	Renewal Description

Employment Restrictions

Organization Type	Organization	County

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

Last Name: PAOLINE

First Name: SHALIMAR

Middle Name: ARIANNA

Last Known County of Employment:

Note: Please verify County of Employment is current

Adverse and Commission Actions Indicator:

If flag displayed, click the Adverse and Commission Actions I

Document Title	Term	Document Number	Status	Issue Date
Certificate of Clearance		180162707	Valid	7/10/2018
Short-Term Staff Permit		190227902	Valid	9/1/2019

Authorizations/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description

Renewal Requirements

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

Renewal Code	Additional Des	Renewal Description

Employment Restrictions

Organization Type	Organization	County

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

Last Name: AKENS

First Name: JOHN

Middle Name: R

Last Known County of Employment: SACRAMENTO COUNTY (Note: Please verify County of Employment is current

Adverse and Commission Actions Indicator: If flag displayed, click the Adverse and Commission Actions t

Document Title	Term	Document Number	Status	Issue Date
Short-Term Staff Permit		190235975	Valid	8/21/2019

Authorization/Subjects

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

Renewal Requirements

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

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

Employment Restrictions

Organization Type	Organization	County
NPS/NPA	SIERRA LOWER SCHOOL	SACRAMENTO COUNTY OFFICE OF EDUCATION

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

Last Name: ROSSI
First Name: ERIN
Middle Name: DONEEN

Last Known County of Employment: SACRAMENTO COUNTY (Note: Please verify County of Employment is current
Adverse and Commission Actions Indicator: If flag displayed, click the Adverse and Commission Actions i

Document Title	Term	Document Number	Status	Issue Date
Provisional Internship Permit		190227824	Valid	8/12/2019

Authorization/Subjects

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

Renewal Requirements

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

Renewal Code	Additional Des	Renewal Description
PIPF		This certificate may not be renewed.

Employment Restrictions

Organization Type	Organization	County
NPS/NPA	SIERRA LOWER SCHOOL	SACRAMENTO COUNTY OFFICE OF EDUCATION

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

Last Name: HOPE

First Name: SEBASTIAN

Middle Name: HUGH-MILTON

Last Known County of Employment:

Note: Please verify County of Employment is current

Adverse and Commission Actions Indicator:

If flag displayed, click the Adverse and Commission Actions t

Document Title	Term	Document Number	Status	Issue Date
Single Subject Teaching Credential	Preliminary	170257427	Valid	9/15/2017

Authorization/Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	BUSI	Business

Renewal Requirements

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

Renewal Code	Additional Des	Renewal Description
RC		The holder must satisfy the Basic Skills Requirement within one year of the issuance date of this document in order to b
READ		The holder must complete the developing English language skills, including reading, requirement.
US		The holder must complete the U.S. Constitution requirement.
RSMC		The holder must complete the Subject Matter Competence requirement.
PRO		The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.
CPR		The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and a

Employment Restrictions

Organization Type	Organization	County

CALIFORNIA BOARD OF BEHAVIORAL SCIENCES

LICENSING DETAILS FOR: 46781

NAME: MARTINEZ, STACIE RANEE

LICENSE TYPE: LICENSED MARRIAGE AND FAMILY THERAPIST

PRIMARY STATUS: LICENSE RENEWED & CURRENT

ADDRESS OF RECORD

149 BROOKWATER CT
ROSEVILLE CA 95747
PLACER COUNTY

ISSUANCE DATE

JANUARY 15, 2009

EXPIRATION DATE

JUNE 30, 2022

CURRENT DATE / TIME

JUNE 24, 2020
1:05:43 PM

CALIFORNIA BOARD OF BEHAVIORAL SCIENCES

LICENSING DETAILS FOR: 88414

NAME: CURRAN, NICOLE RENAE BERMUDEZ
LICENSE TYPE: ASSOCIATE MARRIAGE & FAMILY THERAPIST
PRIMARY STATUS: LICENSE RENEWED & CURRENT
PREVIOUS NAMES: BERMUDEZ, NICOLE RENAE
ADDRESS OF RECORD
2800 GINGER CT
SACRAMENTO CA 95826-3117
SACRAMENTO COUNTY

ISSUANCE DATE
AUGUST 17, 2015
EXPIRATION DATE
AUGUST 31, 2020
CURRENT DATE / TIME
JUNE 24, 2020
1:04:48 PM

CALIFORNIA BOARD OF BEHAVIORAL SCIENCES

LICENSING DETAILS FOR: 88373

NAME: VINCIGUERRA, TERESA ANN

LICENSE TYPE: ASSOCIATE MARRIAGE & FAMILY THERAPIST

PRIMARY STATUS: LICENSE RENEWED & CURRENT

ADDRESS OF RECORD

13504 BUCKEYE CT
SUTTER CREEK CA 95685-9642
AMADOR COUNTY

ISSUANCE DATE

AUGUST 13, 2015

EXPIRATION DATE

AUGUST 31, 2020

CURRENT DATE / TIME

JUNE 24, 2020
1:06:15 PM

BOARD OF OCCUPATIONAL THERAPY

LICENSING DETAILS FOR: 2592

NAME: STACEY, JAMES LEE
LICENSE TYPE: OCCUPATIONAL THERAPY ASSISTANT
PRIMARY STATUS: CURRENT
ADDRESS NOT DISCLOSED

ISSUANCE DATE
JUNE 18, 2013

EXPIRATION DATE
AUGUST 31, 2020

CURRENT DATE / TIME
JUNE 24, 2020
12:58:00 PM

DISCIPLINARY ACTIONS

- THERE ARE NO DISCIPLINARY ACTIONS AGAINST THE LICENSE.

PUBLIC RECORD ACTIONS

- PUBLIC DOCUMENTS (NO RECORDS)
- ADMINISTRATIVE CITATION ISSUED (NO RECORDS)

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 16930

NAME: NORMAN, VICKI LYN

LICENSE TYPE: SPEECH PATHOLOGIST

LICENSE STATUS: VALID

PREVIOUS NAMES: BEREZIN, VICKI LYN

ADDRESS

CARMICHAEL CA 95608
SACRAMENTO COUNTY

ISSUANCE DATE

JULY 3, 2008

EXPIRATION DATE

JULY 31, 2020

CURRENT DATE / TIME

JUNE 24, 2020
1:07:23 PM

LICENSE RELATIONSHIPS

NAME: CATTERA, ANNA MARIE
LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AIDE
LICENSE NUMBER: 1114 **PRIMARY STATUS:** DELINQUENT

ADDRESS :
EL DORADO HILLS CA 95762
EL DORADO COUNTY

NAME: PRUDNIKOV, NATALYA VASILIYEVNA
LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT
LICENSE NUMBER: 5568 **PRIMARY STATUS:** VALID

ADDRESS :
SACRAMENTO CA 95841
SACRAMENTO COUNTY

NAME: KONDRASHEVICH, TATYANA
LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT
LICENSE NUMBER: 5551 **PRIMARY STATUS:** VALID

ADDRESS :
RANCHO CORDOVA CA 95670
SACRAMENTO COUNTY

NAME: TSCHERENKOW, ALEVTINA
LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT
LICENSE NUMBER: 3756 **PRIMARY STATUS:** VALID

ADDRESS :
FAIR OAKS CA 95628
SACRAMENTO COUNTY

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID DISPENSERS BOARD

LICENSING DETAILS FOR: 19945

NAME: JACKSON, KATIE ANNE
LICENSE TYPE: SPEECH PATHOLOGIST
LICENSE STATUS: VALID
ADDRESS
DIXON CA 95620
SOLANO COUNTY

ISSUANCE DATE
JUNE 28, 2012
EXPIRATION DATE
OCTOBER 31, 2021
CURRENT DATE / TIME
JUNE 24, 2020
12:59:45 PM

LICENSE RELATIONSHIPS

NAME: DRON, KRISTINA LANA
LICENSE/REGISTRATION TYPE: SPEECH-LANGUAGE PATHOLOGY ASSISTANT
LICENSE NUMBER: 5581 **PRIMARY STATUS:** VALID

ADDRESS :
RIO LINDA CA 95673
SACRAMENTO COUNTY

SIGN IN SHEET			
Training:	PBIS/CASE training	**Meeting Date:**	8/4/20
Facilitator:	Jeremiah Watts, Diane Myers	**Place/Room:**	Sierra School Lower

Name	Signature
Payton starke	
Tayna Bailey	
Camille Ochoa	
Brenda Teiko	
Cecelia Dove	
Pakaunee vang	
Breanna Banks	
Marina Pacheco	
Skylar Bybee	
Erin Rossi	Erin Rossi
Priscilla Masten	Priscilla Masten
Juan Verdin	
Ruben Dove	
Teresa Vinciguerra	
Nicole curran	
Katelyn Longstreth	
Dustin Hefner	
Carlee Wilkes	
Monica Stevenson	

Name	Signature
Kassandra Bednarski	Kassandra Bednarski
Amanda Cuadros	[illegible]
Dawn Jackson	[illegible]
Laura Arnold	Laura Arnold
Felicia Facio	[illegible]
Erica Robbson	[illegible]
Tanya [illegible]	[illegible]
Veida McGhee	Veida [illegible]
Kelsey Buell	Kelsey Buell
Jonnesha Anderson	Jonnesha Anderson

B2

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Breanna Banks	
Marina Pacheco	
Skylar Bybee	
Erin Rossi	Erin Rossi
Priscilla Masten	Priscilla Masten
Juan Verdin	
Ruben Dove	
Teresa Vinciguerra	
Nicole curran	
Katelyn Longstreth	
Dustin Hefner	
Carlee Wilkes	
Monica Stevenson	

Name	Signature
Kassandra Bednarski	Kassandra Bednarski
Amanda Cuadros	[illegible]
Dawn Jackson	[illegible]
Laura Arnold	Laura Arnold
Felicia Facio	[illegible]
Erica Robbson	[illegible]
Tanya [illegible]	[illegible]
Veida McGhee	Veida [illegible]
Kelsey Buell	Kelsey Buell
Johnesha Anderson	Johnesha Anderson