

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Special Education Department
Kirsten Zazo
Chief Student Support Officer
2060 Challenger Drive
Alameda, CA 94501
Phone 510.337.7095
kzazo@alamedaunified.org

October 18, 2019

Kelly Hourigan
Sr. Director of Operations
DirectEd Educational Services
21820 Burbank Road, Suite 310
Woodlands, CA 91367

Re: Termination of Professional Services Agreement dated September 4, 2019

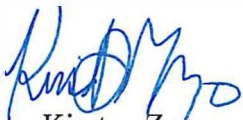
Dear Ms. Hourigan,

On September 4, 2019, a Professional Services Agreement was entered into between Alameda Unified School District and DirectEd Educational Services to provide 4 SpEd Aides (Paraprofessionals) to support Alameda Unified School District's Special Education Teachers.

Section 17 of the agreement states, "AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost".

Consider this letter our formal Notice of Termination of the PSA because of your inability to provide us the staff as detailed in the contract. Kindly provide your signature below as acknowledgement of receipt of this notification.

Sincerely,



Kirsten Zazo
Chief Student Support Officer

Signature

Title

Name of Signatory

Date



ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and DirectEd Educational Services (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services:

Contractor will provide 4 SpEd Aides (Paraprofessionals) to support AUSD SpEd teachers.

*Exhibit A: Fee Schedule and Exhibit B: Health Screening and Credential Requirements provided by the Contractor are to be included with this agreement.

2. **Terms.** The term of this agreement shall be August 1, 2019 (or the day immediately following approval by an executive cabinet member of the aggregate amount CONTRACTOR contracted with AUSD is below \$1,600 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,000, whichever is later) to June 30, 2020. This work shall be completed no later than December 31, 2019.

VOID

3. **Compensation.** Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$ _____.
- 3.1.2 ☒ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$35.00 per hour for a total not to exceed \$70,000.00.
- 3.1.3 ☐ Other: _____.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

which shall not exceed a total cost of \$ _____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 ☐ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Support the educational needs of students in the Special Education

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resource Department prior to starting work.

5.1.2 ☒ Agency requires all employees and subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

5.1.3 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

_____(CONTRACTOR initials)

_____(District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

- ____(District Representative initials)

*CONTRACTOR acknowledgement

6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 ☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____ (CONTRACTOR initials)

_____ (District Representative initials)

Notices. All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Kirsten Zazo

E-mail: kzazo@alamedaunified.org

Site/Dept: Alameda Unified School District

Address: 2060 Challenger Dr. Alameda, CA 94501

Phone: (510) 337-7095

CONTRACTOR:

Name: Kelly Hourigan

Title: Sr. Director of Operations

Address: DirectEd Educational Services, Inc.
21820 Burbank Blvd. Suite 310, Van Nuys, CA 91411

Phone: (818) 491-3171

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall provide invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

7. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

7.1 Invoice shall include but not be limited to: contractor name, consultant address, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

7.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

8. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

9. Contractor Qualifications / Performance of Services.

9.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

9.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

10. Status of Contractor. This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

11. Assignment. The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

12. Anti-Discrimination. It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

13. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTOR, or subcontractors are to smoke or use drugs or alcohol on these sites.

14. Indemnification. CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.

15. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in

connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

- 16. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 18. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 19. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 19.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- 19.2 Announced and unannounced observation of CONTRACTOR, CONTRACTOR's employees and/or subcontractor(s).
- 20. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligation under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 21. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.
- 22. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement.

In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

23. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

24. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

25. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

26. Signature Authority. Each party has the full power, authority, and legal capacity to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

27. Counterparts. This Agreement and its amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

29. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.

30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

31. Other. Additional terms set forth below must be approved by legal counsel representing AUSD:
_____ (Legal counsel initials)

I. SITE

CONTRACTOR

Print Name & Title: Kelly Haungan, Sr. Director

CONTRACTOR Signature: [Signature] Date: 8/30/19

SOURCE OF FUNDS

Unrestricted Funds (general fund) _____ Donated Funds _____

Restricted Funds (categorical) _____ Appropriate Director Approval if using restricted funds: _____

Budget Code: 01-6500-0-5750-1190-5800-040-40-0000 (Director Signature)

[Signature] Date: 9/3/19
Requesting Administrator ("wet" signature required)

FORWARD TO: Business Services for review and processing

II. HR

Human Resource Approval ☒ Yes ☐ No

[Signature] Signature of Human Resource Administrator [Signature] Date

FORWARD TO: Business Services for processing

III. CABINET

- ☐ Superintendent ☒ Business Officer
☐ Chief Human Resources Officer
☐ Chief Academic Officer
☐ Chief Student Support Officer

[Signature] Signature of Cabinet Member 9/4/19 Date

IV. BOARD

BOE Approval Required For Contracts Equal To Or Greater Than \$92,600:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

Exhibit A

FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF

Rates and Fees for Day-to-Day Substitute Teacher Assignments ¹	Rates
Half Day ² - Fewer than 4 hours	\$180.00 per day
Full Day – 4.01 – 8.0 hours	\$292.00 per day
Half Day ² – Fewer than 4 hours – Assigned Long Term Sub (10+ school days)	\$170.00 per day
Full Day – 4.01 – 8.0 hours – Assigned Long Term Sub (10+ school days)	\$285.00 per day
Extended Day – 8.01 – 9.0 Hours	\$325.00 per day
Overtime Fee ³ , Weekend Assignments ⁴ and Failure to Provide Lunch or Rest Break ⁵	\$60.00 per hour/occurrence
No Notice Cancellation Fee ⁶	\$200.00 per occurrence
Rates and Fees for Substitute Teacher Assignments Requiring Lesson Planning or Grading ⁷	Daily Rate
Teacher with 30-day Sub Permit ⁸	\$365.00 per day
Credentialed Teacher Assignment ⁸⁺⁹	\$365.00 per day
Additional Duties Fee, Missed Lunch Fee or Failure to Provide a Duty Free Lunch ¹⁰	\$60.00 per hour
Lesson Planning for non-DirectEd Substitute Teacher	\$60.00 per day
Rates and Fees for School Support Staff ¹²⁺¹³ (6 hour minimum)	Daily Rate
Office Assistant	\$35.00 per hour
SpEd Aide or Teacher Assistant	\$35.00 per hour
Certified Nursing Assistant (CNA)	\$38.50 per hour
Licensed Vocational Nurse (LVN) – 4-hour minimum permitted	\$51.00 per hour
SpEd Aide - NCI Certified or QBS Trained	\$38.50 per hour
BII Substitute	\$45.00 per hour
BII Substitute - NCI Certified or QBS Trained	\$47.00 per hour
After-School Assignment (Any assignment that starts after 2:30pm. 3-hour minimum required.)	\$60.00 per hour
Overtime Fee ³ , Weekend Assignments ⁴ and Failure to Provide Lunch or Rest Break ⁵	\$60.00 per hour/occurrence
LVN Overtime Fee ³	\$75.00 per hour
No Notice Cancellation Fee ⁶	\$200.00 per occurrence

Placement Fees for Substitute Teachers and School Support Staff	
1-90 assigned days at client site	\$3,500 flat rate fee
>90 assigned days at client site	\$1,500 flat rate fee

FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS

Special Education Provider Rates ¹⁵⁺¹⁶ (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
School Psychologist	\$125.00	1 hour for IEPs, consult and on-site services
Deaf and Hard of Hearing (DHH)	\$165.00	1 hour for IEPs and consult; 3 hours for direct services
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$105.00	1 hour for IEPs, consult and on-site services
Speech and Language Pathologist (SLP)	\$135.00	1 hour for IEPs and consult; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by DE and CLIENT is not charged for supervision separately.	\$85.00	3 hours for direct services
Unsupervised Speech and Language Pathology Assistant (SLPA) CLIENT provides supervision	\$70.00	3 hours for direct services
Occupational Therapist (OT)	\$125.00	1 hour for IEPs and consult; 3 hours for direct services
Certified Occupational Therapist Assistant (COTA) Supervisor provided by DE and CLIENT is not charged for supervision separately.	\$65.00	3 hours for direct services
Behavior Intervention Development (BID)	\$125.00	1 hour for IEPs and consult; 2 hours for direct services
Behavior Intervention Implementation (BII)	\$45.00	6 hours
Behavior Intervention Implementation (BII) - NCI Certified or QBS Trained	\$47.00	6 hours
Translation - Special Education Reports in Spanish	\$100.00/hour	No minimum
Vision, Hearing or Scoliosis Screening or Lice Check (if fewer than 50 students, hourly School Nurse rate applies)	\$10.00	Per student / per screening
Overtime fee for SLPA, COTA and BII (non-exempt employees) ¹⁷	1.5 times	
Failure to Provide Lunch Break/ Rest Break ⁵ (non-exempt employee)	1 Hour	
Other Providers not listed in the agreement	Contact for quote	
Placement Fees for Special Education Providers and Assessors		
0-1,500 hours of service charged to the CLIENT for that employee	\$15,000 flat fee	
>1,500 hours of service charged to the CLIENT for that employee	\$3,500 flat fee	

SEARCH FEES

Description of Search Fees	Fee
Initial Fee – billed for each position requested by CLIENT	\$500
Teacher and Counselors Final Fee	\$3,500
School Psychologist or School Administrator Final Fee	\$7,500
Other	Quoted

TRAINING FEES

Description of Fees	Fee
Training Services DE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

Exhibit A Notes:

1. The hours billed is based on the following calculation: DE will add 15 minutes to the start and 15 minutes to the end time of the CLIENT'S bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the CLIENT's bell schedule. Lunch is unpaid, so the duration of the lunch is deducted from the calculation.
2. For an assignment to qualify as a half day assignment the calculation of hours must include 15 minutes prior to the substitute's first class and 15 minutes after substitute's last class.
3. Employees will be paid overtime if they work more than 8 hours per day
4. Any assignment that starts after 1:30pm or any assignment on a Saturday or Sunday is paid at this rate. A 3-hour minimum applies to these assignment types.
5. This fee applies when CLIENT prohibits a non-exempt employee from taking their scheduled lunch and/or rest breaks
6. CLIENT may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment.
7. Teachers who are lesson planning shall verify their hours with the office manager or other designee on a weekly basis. Lesson planning rates go into effect anytime an assignment requires lesson planning or grading. CLIENT will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if the substitute is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning.
8. If a lesson planning substitute teacher is absent, the CLIENT will be charged the lesson planning rate of that teacher when a DE substitute covers the assignment. This is to compensate the lesson planning stipend DE pays the Employee when absent.
9. This rate applies to teachers who are credentialed in the subjects they are teaching.

10. A CLIENT administrator or administrative designee must approve all additional duties on the Employee's timecard. Additional duties include, office hours, detention coverage, Back-to-School Night, Parent Conferences, etc. Teachers who are lesson planning will be provided the standard preparation time and/or conference periods provided to other teachers at the CLIENT's school site. They must also be provided with a duty-free 30 minute lunch. If neither of these are provided, additional duties fees will apply.
11. Fee applies when a DE employee is absent and creates lesson plans for a non-DE employee.
12. School support staff employees may not have a valid 30-Day Substitute Permit, are not allowed to supervise classrooms independently and should not be left alone with students for extended periods of time. Lunch is deducted from the calculation of hours and is therefore unpaid.
13. CLIENT may not modify the confirmed hours of an assignment request once the Employee is in route to the assignment. CLIENT shall immediately notify DE within 1 business day if Employee does not show up for a confirmed assignment. CLIENT will be charged all confirmed amounts unless DE is notified of the Employee "No Show".
14. CLIENT may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment.
15. Additional Terms for Special Education Providers: Absent Students/Schedule Changes
 - a. BII Services- CLIENT will be charged the minimum visit of six hours for these services if student is absent and DE is not provided email notice one business day in advance.
 - b. Direct Services- CLIENT will be charged a one-hour service fee in the event that the scheduled student(s) is/are absent or if CLIENT does not allow provider to provide services to students.
 - c. CLIENT must provide at least one business day notice if there is a change in the CLIENT or student's schedule that will impact the Employee's scheduled visit. Failure to notify DE will result in a charge of one hour for the service.
16. Additional Terms for Assessment and Consultation Services
 - a. CLIENT may be charged a one-hour service fee, if a IEP meeting is cancelled with less than 24 hours notice. If a parent or guardian does not attend a scheduled IEP meeting, CLIENT will still be charged a one-hour service fee.
 - b. When an assessment or student consultation is previously scheduled, CLIENT will be charged a one-hour minimum visit if the student(s) is/are absent or if CLIENT decides that the student(s) are not able to be pulled for assessment services. CLIENT must provide at least 1 business day notice if there is a change in the CLIENT or student's schedule that will impact the Employee's scheduled visit. Failure to notify DE will result in a charge of one hour for the service.
17. DE complies with California laws and codes and ensure that all non-exempt employees sent to the CLIENT site are provided with the required number of breaks as prescribed by the law.

Exhibit B

Special Education Providers, Substitute Teachers and Support Staff HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. DE employees must meet the requirements set forth below in accordance with the below tables based on the location of services being provided. Client agrees to not require the employee to provide any additional items other than those listed below. DE attests that for each of its respective employees they meet the minimum requirements and (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such employees subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any issues that would render such employee reasonably unacceptable to the Client or otherwise negatively impact the health or safety of any child.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth in this Exhibit B. In addition, any requests by Client other than as set forth on Exhibit B must be agreed upon in writing before DE shall be required to provide any such additional health screenings and/or credentialing.
3. Items on this document cannot be waived or altered unless approved by the Director of Business Administration or the Executive Director of Directed Educational Services. Any item waived cannot be an item that places the employee in a non-compliant status per applicable law and directives.

VOID

FOR SERVICES PROVIDED IN CALIFORNIA		
TYPE	FREQUENCY	DETAILS
TB Test	At hire, re-activation, and at expiration	Must be within past 60 days and expires 4 years after test results read
State of California License (RN, LVN, MFT SLP, SLPA, COTA, Health Aides, and CNA only)	At hire, re-activation, and at expiration	Unencumbered license - all flags or suspensions must be explained and evaluated by a Director prior to hire
Non-Violent Crisis Intervention Training (NCI only)	At hire, re-activation, and at expiration	Current and Valid
CTC Permit (30-day permitted substitute teachers only)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire
CTC Credential (Credentialed teacher, SLP, School RN, APE, BID, DHH, OT, Counselor, School Psych, Case Manager, Program Admin only)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire

Transcripts (Office, Sped Aide, Teacher Assistant, BII and CPI/NCI only)	At hire, re-activation, and at expiration	Units earned meet or exceed state and district requirements
CPR License (RN, LVN and CNA Only)	At hire, re-activation, and at expiration	Current and Valid
Livescan Results (DOJ/FBI)	At hire or re-activation	Any convictions must be explained and evaluated for Ed Code compliance. If acceptable per Ed Code, evaluated by a Director before hire.

VOID

August 29 ,2019

Alameda Unified School District
2060 Challenger Drive,
Alameda, CA 94501

To Whom It May Concern:

All providers being assigned to your school have been Livescanned through both DOJ and the FBI. We have subsequent arrest notifications in place for all these employees. They have been reviewed and therefore all are compliant with Ed codes 45125.1 and 49406. All employees have provided us with their TB results and a current physical within the four year window required by law. All credentials, licenses, and permits are verified and kept on file in our office. Should any DirectEd Educational Services employee become non-compliant, they are suspended immediately and removed from all assignments immediately.

Thank you for the opportunity to serve your district.

Sincerely,



Natalie Tucker
Director, Business Administration

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.

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

2 Business name/disregarded entity name, if different from above
New Mediscan II, LLC dba DirectEd Educational Services

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.
5201 Congress Ave., Ste 100B

6 City, state, and ZIP code
Boca Raton, FL 33487

7 List account number(s) here (optional)

Requester's name and address (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 to Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

6 5 1 1 1 3 0 8 1

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 ► *Gregory Pord* Date ► *6/1/18*

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-DIV (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.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2019

DATE (MM/DD/YYYY)

9/4/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1385377 NEW MEDISCAN II, LLC DBA MEDISCAN STAFFING SERVICES OR DIRECTED MEDISCAN DIAGNOSTIC SERVICES, LLC 21820 BURBANK BLVD SUITE 310 WOODLAND HILLS CA 91367	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Evanston Insurance Company	
	INSURER B: SELF INSURED	
	INSURER C: Travelers Property Casualty Co of America	
	INSURER D: The Travelers Indemnity Company	
INSURER E: The Medical Protective Company		
INSURER F:		

COVERAGES CROCO01 **CERTIFICATE NUMBER:** 16281087 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RETRO DATE 8/26/01 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	UM800979	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PROPRIETARY - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	SELF INSURED	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX OTHER \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	TC2J-UB131J6129-18 (AOS) TRJUB-131J6130-18 (AZ,MA,WI)	9/30/2018 9/30/2018	9/30/2019 9/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> MEDICAL PROFESSIONAL LIABILITY	N	N	G00517	10/1/2018	10/1/2019	\$1,000,000 EACH OCCURRENCE \$3,000,000 AGGREGATE

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

NON-OWNED AUTO COVERAGE IS PROVIDED BY CROSS COUNTRY HEALTHCARE, INC. THROUGH A SIM SELF-INSURED. Alameda Unified School District is granted Additional Insured Status on the GL policy if required by contract.

CERTIFICATE HOLDER

CANCELLATION

16281087 Alameda Unified School District ATTN: Kirsten Zazo 2060 Challenger Drive Alameda CA 94501	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
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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #35: ADDITIONAL INSURED ENDORSEMENT – REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

HEALTH CARE UMBRELLA LIABILITY POLICY – EXCESS OF UNDERLYING LIMITS

1. Section **WHO IS AN INSURED B** is amended by the addition of the following:

Any person or organization designated by endorsement as an Additional insured.

2. "Additional insured" means, whenever used in this endorsement, the following:

Any organization to which you are required by valid written contract to provide indemnification or insurance as afforded by this policy to such person or organization during the policy term and executed prior to the Occurrence of the "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" and "Professional Services Injury."

3. Coverage provided to any "Additional Insured" as defined here shall apply solely to 'Occurrence' or offense involving the products, goods, operations or premises, covered by this policy.
4. No coverage shall be afforded to any "Additional Insured" for "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury," and "Professional Services Injury" to any "Employee" or to any obligation of any "Additional Insured" to indemnify another because of "Damages" arising out of such injury.
5. Where no coverage under this policy applies to you, no coverage or defense shall be afforded to the "Additional Insured."

All other terms and conditions remain unchanged.