

## Master Contract Addendum #1

Contract Year 2018-2019

The Nonpublic, Nonsectarian School/Agency Services Master Contract between Pleasanton Unified School District (LEA) and Lakemary Center (CONTRACTOR) is hereby amended as follows, effective July 1, 2018:

### MASTER CONTRACT

Provision #1(a) – The second sentence is removed and replaced with the following: “LEA is responsible for the costs associated with nonpublic school placement and residential placement beginning with the effective date of the Master Contract.”

Provision #1(d) – The date of March 1 is updated to May 1.

Provision #1(g) – Paragraph is removed and replaced with the following: “LEA is responsible for the costs associated with nonpublic school placement and residential placement beginning with the effective date of the Master Contract.”

### TERMINATION OF MASTER CONTRACT

Provision #15 – Paragraph is added as follows: “CONTRACTOR reserves the right to issue a 30 day discharge notice at any time for any reason. If the student is not discharged from the facility within the time frame specified, an additional cost of \$200 per day will be assessed.”

### INSURANCE

Provision #16 (d) – Subprovision General Liability is amended to require “no less than \$3,000,000 per occurrence, including umbrella coverage, and \$6,000,000 aggregate, including umbrella coverage.” Subprovision Business Auto Liability is amended to require “no less than \$1,000,000 per occurrence”. Subprovision Professional Liability is amended to require “no less than \$3,000,000 per occurrence, including umbrella coverage, and \$6,000,000 aggregate, including umbrella coverage.” Subprovision Workers Compensation is amended to require “no less than \$500,000”.

Provision #16 – Subprovision (i) is hereby added as follows: “i. For any coverage that is below the limits set forth above, CONTRACTOR may utilize an umbrella policy in sufficient amount to cover any shortfalls.”

### SUBCONTRACTING

Provision #19 (a) – Sentence four is modified to remove “fingerprint clearances”.

### EDUCATIONAL PROGRAM

Provision #23 (a) (iii) – GENERAL PROGRAM OF INSTRUCTION – Paragraph is amended to remove the following: “(b) college preparation courses;”.

Provision #27 (a) and (b) - DATA REPORTING – The existing paragraphs are removed and replaced with the following: “CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract with LEA. CONTRACTOR will provide an electronic copy of the IEP to the LEA. CONTRACTOR will not be required to use SEIS, SIRAS or any other reporting system for IEPs.”

Provision #29 (a) – STATEWIDE ACHIEVEMENT TESTING - The following sentence is added: “When required to attend training, CONTRACTOR shall be permitted to attend through teleconference or other remote means. Physical attendance by CONTRACTOR shall not be required.”

Provision #30 – ATTENDANCE AT DISTRICT MANDATED MEETINGS – The following is added to this section: “When required to attend mandated meetings, CONTRACTOR shall be permitted to attend through teleconference or other remote means. Physical attendance by CONTRACTOR shall not be required.”

Provision #33 (c) IEP/IFSP TEAM MEETINGS – The following is added to this section: “When required to attend mandated meetings, CONTRACTOR shall be permitted to attend through teleconference or other remote means. Physical attendance by CONTRACTOR shall not be required.”

Provision #43 (b) – LICENSED CHILDREN’S INSTITUTION CONTRACTORS – The following is added to the paragraph: “In accordance with the Family Educational Rights and Privacy Act, the list will not include directory information, including student names or other identifying information.”

#### **PERSONNEL**

Provision #46 – FINGERPRINT CLEARANCE REQUIREMENTS – Sections (A) and (B) are removed and replaced with the following: “CONTRACTOR shall utilize the following background checks on all employees and volunteers who may come in direct contact with students: Kansas Bureau of Investigation, Kansas Adult Protective Services, Kansas Child Protective Services, Advanced Background Check (nationwide criminal for last 7 years and review of motor vehicle record if driving position), DOJ National Sex Offender Search, Social Security Verification and Homeland Security and SSA E-Verify. CONTRACTOR shall not be required to utilize fingerprinting checks. CONTRACTOR shall request subsequent arrest service.”

#### **HEALTH AND SAFETY MANDATES**

Provision #50 (a) – HEALTH AND SAFETY – The following is removed from the last sentence “and to request fingerprinting clearance of volunteers”.

Provision #50 (a) – HEALTH AND SAFETY - The first paragraph third sentence is removed and replaced with the following: “CONTRACTOR shall make available to the LEA upon request a listing of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers as required by California statute.”

The parties hereto have executed this Addendum to the Contract by and through their duly authorized agents or representatives. This addendum is effective on June 1, 2018 and terminates on June 30, 2019, unless sooner terminated as provided within the Master Contract.