



October 3, 2024  
Board Meeting Packet

**BIG SUR CHARTER SCHOOL  
REGULAR SCHOOL BOARD MEETING MINUTES**

**August 29, 2024 at 4:30 PM**

Big Sur Charter School, 304 Foam St, Monterey CA, 93940

*Individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the School Director or designee at least two days before the meeting. The meeting may be attended virtually using the following Zoom link: [https://bigsurcharterschool-org.zoom.us/j/85963352790?pwd=eWJoOWFCb1FFaWI2MzVZRH5YXFtQT09](https://bigsurcharterschool.org.zoom.us/j/85963352790?pwd=eWJoOWFCb1FFaWI2MzVZRH5YXFtQT09)*

**I. OPENING BUSINESS**

1. Call to Order @ 4:36 PM

2. Roll Call:

Present: Nathan Nuñez, Rachael Black, Chantel Kjellgren, Courtney Adams

Absent: None

Others in Attendance: Aimee Alling, Rory Griffiths, Rachel Walsh, Gina Keating

3. Action to Add New Items Since Posting of Agenda (2/3 Majority)

4. Adoption of Agenda

Motion to Adopt: Chantel Kjellgren

Second: Rachael Black

All in Favor: Unanimous

Opposed: None

**II. RECOGNITIONS: *STUDENTS, INDIVIDUALS AND/OR ORGANIZATIONS FOR SIGNIFICANT CONTRIBUTIONS MADE TO THE SCHOOL.***

**III. COMMUNICATIONS**

1. Written Communication: One email regarding fences and doors.

2. Board Member Comments

3. Director's Report

**Enrollment:**

- 114 (last year at this time we had 93)
- 24 on waitlist for TK, K, 2nd, 4th
- Some students slotted to come September-January

**General Information:**

- New teachers are settling in
- Returning teachers are stepping up to help
- PE program update: for 1st-8th rock climbing it will be over 55K per year
- MPUSD board approved us operating in the district until our next Charter Renewal (2030)

4. BSCS Staff Comments (Non-Agenda Items) - No staff present

**IV. HEARING SESSION**

Citizens may address the board about subjects not listed on the agenda; comments on agenda items should be held until that matter is considered. In either case, speakers addressing the board are limited to three (3) minutes with a maximum of twelve (12) minutes per topic. Any member of the public who utilizes a translator will receive six (6) minutes with a maximum of twenty-four (24) minutes per topic. This ensures that non-English speakers receive the same opportunity to address the board as English speakers. Comments will be heard with no action taken.

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**V. CONSENT AGENDA**

Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda and approved by the Board Members shall be deemed to have been considered in full and/or adopted as recommended.

**1. Approve Board Meeting Minutes from June 20, 2024**

Recommendation: (Aimee Alling, Director) The Administration recommends approval of the minutes as presented.

**2. Approve Bank Statement:**

1st Capital Bank Statement - June 28, 2024 and July 31, 2024

Recommendation: (Aimee Alling, Director) I certify that I have reviewed the attached statement for consistency with the School's budget, and purchasing and accounting practices and therefore, recommend Board approval.

**3. Approve Credit Card Statements:**

US Bank Statement - June 24, 2024 and July 22, 2024

Wells Fargo Statement - July 3, 2024 and Aug 3, 2024

Recommendation: (Aimee Alling, Director) I certify that I have reviewed the attached statement for consistency with the School's budget, and purchasing and accounting practices and therefore, recommend Board approval.

**4. Board Report of Warrants:**

Warrants from June 18 - August 26, 2024

Recommendations: (Aimee Alling, Director) I certify that I have reviewed the attached warrants for consistency with the School's budget, and purchasing and accounting practices and therefore, recommend Board approval.

Motion to approve the Consent Agenda

Motion to Adopt: Rachael Black

Second: Courtney Adams

All in Favor: Unanimous

Opposed: None

**VI. ACTION/DISCUSSION**

**1. Review and Adopt 2023-24 Unaudited Actuals and 2024-25 Budget**

Board Action: Reviewed

Motion to adopt: Nathan Nuñez

Second: Chantel Kjellgren

All in favor: Unanimous

Opposed: Opposed: None

Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic

**2. Approve Catherine Cunningham Contract**

Board Action: Reviewed

Motion to adopt: Chantel Kjellgren

Second: Rachael Black

All in favor: Unanimous

Opposed: None

Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic

**August 29, 2024 at 4:30 PM**  
Big Sur Charter School, 304 Foam St, Monterey CA, 93940

3. Approve 990 Tax Forms  
Board Action: Reviewed  
Motion to adopt: Rachael Black  
All in favor: Unanimous  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic  
Second: Courtney Adams  
Opposed: None
4. Approve Board Calendar  
Board Action: Set Dates and put in calendar  
Motion to adopt: Courtney Adams  
All in favor: Unanimous  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic  
Second: Nathan Nuñez  
Opposed: None

1. Meet Teachers  
Board Action: Quarterly visits to say hi on Sep 16, 2024 (first visit) see calendar  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic
2. Plan Board retreat - September  
Board Action: Planned  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic
3. Review Testing Results  
Board Action: Review Next Meeting  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic
4. Review and update enrollment cap as needed  
Board Action: 115  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic
5. Review and Discuss next two months of Board Calendar  
Board Action: Reviewed and approved  
Public Comment: (3) minutes with a maximum of twelve (12) minutes per topic

Time Adjourned: 6:07PM



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Items for next meeting:

September

- Brown Act training
- Complete ethics training every two years (2024 new requirement)
- Accept Previous Years Donations
- Budget vs Actuals
- Review Testing Results
- 

October

- Discuss LCAP
- Discuss/review enrollment and enrollment projections
- Budget vs Actuals
- Approve EPA resolution

# 1ST CAPITAL BANK

P.O. BOX 811  
Salinas, CA 93902

RETURN SERVICE REQUESTED

BIG SUR CHARTER SCHOOL  
304 FOAM ST  
MONTEREY CA 93940-1408






## Statement Ending 08/30/2024

BIG SUR CHARTER SCHOOL

Page 1 of 4

Account Number: XXXXXX0996

### Managing Your Accounts

	Branch Name	Monterey
	Branch Phone Number	(831) 264-4070
	Customer Service	(831) 264-4000
	Mailing Address	P.O. BOX 811 Salinas, CA 93902
	Online Banking	1stcapital.bank

Stay connected throughout the 1st Capital Bank + Santa Cruz County Bank merger and conversion by updating your contact information to include email addresses, phone numbers, and mailing address. Please note, Online Banking and bill pay users that are inactive over 6 months will be removed from our Online Banking system at the time of conversion.

### Summary of Accounts

Account Type	Account Number	Ending Balance
NON PROFIT BUSINESS CHECKING	XXXXXX0996	\$562.84

## NON PROFIT BUSINESS CHECKING - XXXXXX0996

### Account Summary

Date	Description	Amount
08/01/2024	Beginning Balance	\$862.84
	1 Credit(s) This Period	\$100.00
	2 Debit(s) This Period	\$400.00
08/30/2024	Ending Balance	\$562.84

### Electronic Credits

Date	Description	Amount
08/26/2024	Fidelity Giving Fidelity G ST-Z6Y8E3X6O8I4	\$100.00

### Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount
1025	08/14/2024	\$200.00	1049*	08/14/2024	\$200.00

\* Indicates skipped check number

### Daily Balances

Date	Amount	Date	Amount
08/14/2024	\$462.84	08/26/2024	\$562.84

### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



## The Following Disclosures Apply to Your 1st Capital Bank Account

If there are any discrepancies between your records and this statement, please notify your branch immediately. If no errors are brought to our attention within 30 days, the account will be considered correct. All items are credited subject to final payment.



**IMMEDIATELY REPORT THE LOSS OR THEFT OF ANY CHECKS, DEBIT CARD OR PIN  
ISSUED FOR THIS ACCOUNT. CALL US AT (831) 264-4000.**

### In Case of Errors or Questions About Your Electronic Transfers

(APPLIES ONLY TO CONSUMER ACCOUNTS)

Telephone us at (831) 264 4000 or Write us at 1st Capital Bank, P.O.BOX 811, Salinas, CA 93902 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem occurred.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

### Reporting other problems

You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

### Direct Deposits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a branch for more information.

### Terms and Conditions of Your Account

When you opened your account, you received the Terms and Conditions of Your Account document along with a fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the Terms and Conditions of Your Account and fee schedule may be obtained at one of our branches.

### Check 21 Notification

If you request the return of your original checks you may receive a "Substitute Check" in response. The Substitute Check is the legal equivalent of an original check and you have the rights that apply when you believe in good faith, that a Substitute Check was not properly charged to your account. Contact your branch or call the number on the front of this statement to request a Check 21 disclosure.

**Statement Ending 08/30/2024**

**BIG SUR CHARTER SCHOOL**

Page 3 of 4

**Account Number: XXXXXX0996**

BIG SUR CHARTER SCHOOL  
 304 FOMM ST  
 MONTEREY, CA 93940  
 (831) 324-4575

90-44817211  
 1025

DATE AUG 13, 2024

PAID TO THE ORDER OF AMANDA NORDQUIST \$ 200.00

TWO HUNDRED DOLLARS & 00/100 DOLLARS (1)

1ST CAPITAL BANK  
 1000 SERRA LOMA AVENUE, CA 90402  
 801-886-8876

#1025	08/14/2024	\$200.00
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[illegible]

90-44611211 1049

BIG SUR CHARTER SCHOOL  
504 COAST ST  
MONTEREY, CA 93940  
(831) 324-4073

DATE AUG 13, 2024

PAY TO THE  
ORDER OF MICHELLE UPTON \$ 200.00

TWO HUNDRED DOLLARS & 00/100 DOLLARS (?)

1ST CAPITAL BANK  
1001 MARINA DRIVE  
301 BOWLING GREEN LANE, CA 93940  
90-1006-0102

#1049	08/14/2024	\$200.00
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P.O. BOX 6343  
FARGO ND 58125-6343



000000857 01 SP 106481116108020 P

BIG SUR CHARTER SCHOOL  
ATTN CHRISTIN LOPEZ  
304 FOAM ST  
MONTEREY CA 93940-1408

ACCOUNT NUMBER [REDACTED] 7669  
STATEMENT DATE 08-22-2024  
AMOUNT DUE \$13,481.86  
NEW BALANCE \$13,481.86  
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$

Please make check payable to "U S Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

### CORPORATE ACCOUNT SUMMARY

BIG SUR CHARTER SCHO [REDACTED] 7669	Previous Balance	Purchases And Other	Cash Advances +	Cash Advance Fees +	Late Payment Charges	Credits	Payments	New = Balance
		+ Charges						
Company Total	\$2,662.17	\$13,481.86	\$0.00	\$0.00	\$0.00	\$0.00	\$2,662.17	\$13,481.86

### CORPORATE ACCOUNT ACTIVITY

BIG SUR CHARTER SCHOOL  
[REDACTED] -7669

TOTAL CORPORATE ACTIVITY  
\$2,662.17 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-12	08-10	74798264225000000001265	PAYMENT - THANK YOU 00000 C	2,662.17 PY

### NEW ACTIVITY

CHRISTIN LOPEZ  
[REDACTED] -7927

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$4,100.63	\$0.00	\$4,100.63

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-02	08-01	24137464215001414813330	USPS PO 0557420310 PACIFIC GROVE CA	28.00
08-09	08-08	24137464222001334398363	USPS PO 0557420310 PACIFIC GROVE CA	22.61
08-12	08-09	24116414224067005111557	PAYPAL *SIERRA 800-713-4534 WY	85.52
08-12	08-10	24692164223104623814165	DBC*BLICK ART MATERIAL 800-447-1892 IL	444.44
08-13	08-12	24492154225715100354325	AMERICAN WATER WORKS COMP 856-346-8200 NJ	124.37

### CUSTOMER SERVICE CALL

800-344-5696

### ACCOUNT NUMBER

[REDACTED] -7669

STATEMENT DATE

08/22/24

DISPUTED AMOUNT

.00

### AMOUNT DUE

13,481.86

### ACCOUNT SUMMARY

PREVIOUS BALANCE	2,662.17
PURCHASES & OTHER CHARGES	13,481.86
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	2,662.17
ACCOUNT BALANCE	13,481.86

### SEND BILLING INQUIRIES TO:

U.S. Bank Nat onal Assoc at on  
C/O U.S. Bancorp Purchasing Card Program  
P.O. Box 6335  
Fargo, ND 58125-6335





Company Name: BIG SUR CHARTER SCHOOL

Corporate Account Number: 7669

Statement Date: 08-22-2024

### NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-13	08-12	24492154225743100247901	AMERICAN WATER WORKS COMP 856-346-8200 NJ	54.14
08-15	08-14	24430994227058304407066	APPLE.COM/US 800-692-7753 CA	1,532.41
08-15	08-14	24692164227107951046025	APPLE.COM/US 800-676-2775 CA	159.00
08-15	08-14	24692164227107951046082	APPLE.COM/US 800-676-2775 CA	12.00
08-19	08-16	24943004230038193736216	COSTCO WHSE #0131 SAND CITY CA	1.64
08-19	08-16	24943004230038193736224	COSTCO WHSE #0131 SAND CITY CA	77.92
08-22	08-21	24399004234503733098380	BESTBUYCOM806959229268 888BESTBUY MN	779.29
08-22	08-21	24399004234503737078958	BESTBUYCOM806959852313 888BESTBUY MN	779.29

AIMEE ALLING

-7891

CREDITS

\$0.00

PURCHASES

\$9,381.23

CASH ADV

\$0.00

TOTAL ACTIVITY

\$9,381.23

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-23	07-23	24431064205023340523299	AMAZON.COM*RJ7OZ7B72 SEATTLE WA	24.49
07-23	07-22	24435654204008850043882	IKEA 459904272 888-434-4532 MD	191.94
07-24	07-23	24431064206023831057269	THINKING MAPS INC 919-678-8778 NC	135.00
07-25	07-24	24692164206100337113911	AMAZON MKTPL*RJ9BS8IO2 AMZN.COM/BILL WA	17.47
07-25	07-25	24692164207100674899402	AMAZON MKTPL*RJ4EK3Y10 AMZN.COM/BILL WA	200.50
07-26	07-25	24692164207101252159755	AMAZON MKTPL*RV2UC64F2 AMZN.COM/BILL WA	98.28
07-29	07-26	24692164208101943652712	AMZN MKTP US*RV1DL1JX2 AMZN.COM/BILL WA	6.36
07-29	07-26	24692164208101955507911	AMZN MKTP US*RV8DB6JG2 AMZN.COM/BILL WA	10.15
07-29	07-26	24692164208101988387174	AMAZON MKTPL*RJ0OQ9RV1 AMZN.COM/BILL WA	33.14
07-29	07-26	24692164208102112028502	AMZN MKTP US*RV2JM3TV2 AMZN.COM/BILL WA	6.66
07-29	07-26	24692164208102116028698	AMZN MKTP US*RJ3G10W11 AMZN.COM/BILL WA	8.17
07-29	07-26	24692164208102125808585	AMZN MKTP US*RV7H813P0 AMZN.COM/BILL WA	15.30
07-29	07-28	24692164210103291247091	AMAZON MKTPL*RV2J40110 AMZN.COM/BILL WA	228.29
07-29	07-28	24692164210103802642897	AMAZON MKTPL*RV51Q6XL0 AMZN.COM/BILL WA	315.47
07-31	07-30	24431064212027838552802	AMAZON.COM*RV76X9Y22 SEATTLE WA	18.81
07-31	07-30	24431064213027954058070	THINKING MAPS INC 919-678-8778 NC	135.00
08-01	07-31	24011344214000002474287	WHO GIVES A CRAP HTTPSUS.WHOLE CA	548.55
08-01	07-31	24431064213028426572078	AMAZON.COM*RF2MA4L52 SEATTLE WA	136.53
08-01	07-31	24492164213000030060612	RESENDEZ BROS CARPET WWW.RESENDEZB CA	880.00
08-05	08-03	24692164216108684065624	AMAZON MKTPL*RF1XZ8A10 AMZN.COM/BILL WA	77.79
08-05	08-04	24692164217109877127394	AMAZON MKTPL*RF0MP4802 AMZN.COM/BILL WA	138.40
08-09	08-08	24037244221900017530358	PATISSERIE BECHLER 877-8144102 CA	52.85
08-09	08-07	24427334221710039260554	LUCKY #772 SAND CITY CA	34.70
08-09	08-08	24692164221103226160739	SQ *BAGEL KITCHEN PACIFIC GROVE CA	13.46
08-12	08-09	24011344222000078125250	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	16.31
08-12	08-08	24231684222053496582621	ANDRONICO S 0173 MONTEREY CA	29.36
08-12	08-11	24692164224105678709977	AMAZON MKTPL*RM53Z1QA2 AMZN.COM/BILL WA	117.39
08-13	08-12	24011344225000082948454	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	73.66
08-14	08-13	24011344227000004214934	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	51.00
08-14	08-13	24692164226107662658275	SQ *KENDORE LEARNING GOSQ.COM GA	75.00
08-15	08-15	24692164228108655579575	AMZN MKTP US*RU6L4AL2 AMZN.COM/BILL WA	58.10
08-16	08-16	24692164229109522623108	AMAZON MKTPL*RU5EG3X32 AMZN.COM/BILL WA	24.02
08-19	08-15	24231684229060246846860	ANDRONICO S 0173 MONTEREY CA	29.46
08-19	08-16	24692164229100165653601	AMZN MKTP US*RU2SL2T70 AMZN.COM/BILL WA	62.81
08-19	08-16	24692164229100200841906	AMAZON MKTPL*RU6BT48S2 AMZN.COM/BILL WA	547.46
08-19	08-16	24692164229109773529814	AMAZON MKTPL*RU4SJ1MA2 AMZN.COM/BILL WA	162.15
08-19	08-16	24692164229109780357704	AMAZON MKTPL*RU3R26341 AMZN.COM/BILL WA	123.36
08-19	08-17	24692164231101280554753	AMZN MKTP US*RU49W3GH0 AMZN.COM/BILL WA	620.90
08-19	08-19	24692164232102241871855	AMAZON MKTPL*R42IA6OT2 AMZN.COM/BILL WA	97.20
08-19	08-18	24765014232062864652736	PACIFIC GROVE HARDWARE PACIFIC GROVE CA	18.12
08-20	08-20	24692164233103081868984	AMZN MKTP US*RU0XX1KN1 AMZN.COM/BILL WA	1,290.88
08-21	08-20	24011344233000037703020	AMAZON MARK* R43KE2AC2 HTTPSAMAZON.C WA	118.96
08-21	08-20	24011344233000060048566	AMAZON MARK* RU5XR02R0 HTTPSAMAZON.C WA	52.40
08-21	08-20	24431064233040026226886	AMAZON.COM*RU3XU87S1 SEATTLE WA	19.53
08-21	08-20	24692164233103370355503	AMZN MKTP US*RU3V759M1 AMZN.COM/BILL WA	710.05
08-21	08-21	24692164234103957667493	AMAZON MKTPL*R47IK0GZ2 AMZN.COM/BILL WA	61.15



Company Name: BIG SUR CHARTER SCHOOL
Corporate Account Number: [REDACTED] 7669
Statement Date: 08-22-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-21	08-21	24692164234103959741551	AMAZON MKTPL*R44PT2GJ2 AMZN.COM/BILL WA	218.44
08-22	08-21	24493984235019673071763	DOS VICTORIAS MEXICAN FO MONTEREY CA	10.04
08-22	08-21	24692164234104554852611	AMAZON MKTPL*R42MI2542 AMZN.COM/BILL WA	1,460.18
08-22	08-22	24692164235104658992783	PRIME VIDEO *R46AZ4CQ0 888-802-3080 WA	5.99

Department: 00000 Tota : \$13,481.86  
D v s on: 00000 Tota : \$13,481.86





Prepared For	BIG SUR CHARTER SCHOOL CHRISTIN LOPEZ
Account Number	5589
Statement Closing Date	09/03/24
Days in Billing Cycle	32
Next Statement Date	10/03/24
Credit Line	\$2,000
Available Credit	\$1,968

For Customer Service Call:  
800-225-5935

Inquiries or Questions:  
Wells Fargo SBL PO Box 29482  
Phoenix, AZ 85038-8650

Payments:  
Payment Remittance Center PO Box 77033  
Minneapolis, MN 55480-7733

Payment Information

New Balance	\$31.99
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	09/28/24

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$29.99
Credits	-	\$0.00
Payments	-	\$29.99
Purchases & Other Charges	+	\$31.99
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$31.99

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	18 400%	05041%	\$0 00	\$0 00	\$0 00	\$0 00
CASH ADVANCES	27 240%	07463%	\$0 00	\$0 00	\$0 00	\$0 00
TOTAL				\$0 00	\$0 00	\$0 00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
08/18	08/18	8558668KP26RZBME8	PAYMENT THANK YOU	29 99	
09/02	09/02	5543286L65YR8Y6Z7	SIMPLISAFE 888-957-4675 MA		31 99

See reverse side for important information

DETACH HERE

Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date

Make checks payable to: Wells Fargo

Account Number	5589
New Balance	\$31.99
Total Amount Due (Minimum Payment)	\$25.00
Current Payment Due Date	09/28/24

Amount Enclosed: \$

PAYMENT REMITTANCE CENTER YTG  
PO BOX 77033 8  
MINNEAPOLIS MN 55480-7733

BIG SUR CHARTER SCHOOL  
CHRISTIN LOPEZ  
304 FOAM ST  
MONTEREY CA 93940-1408

## If your card is ever lost or stolen

Please notify us immediately by calling: **1-800-225-5935**.

## Questions about your statement

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question. Please refer to the front of the statement for our Inquiry mailing address.

**For all your personal or business financial service needs, visit us at [wellsfargo.com](https://www.wellsfargo.com)**

## Important payment information

### Payments made at a Wells Fargo branch

You may use cash or checks when making payments at a Wells Fargo branch.

### Payments by mail

Mail your check and the payment coupon to the Payment Remittance Center address printed on this statement. For fastest delivery, please use the enclosed window envelope. If using a single check to pay multiple accounts, we must receive a completed payment coupon for each account being paid or a list showing the full account number and amount to be credited to each account. If you are paying multiple accounts with a single check, the total of the check must equal the sum of the payments to be applied to each individual account, with at least the total minimum payment due for all accounts. We cannot accommodate a check with a future date on it (postdated check). If you mail a postdated check, it will be processed on the date we receive it (regardless of the date on the check). To schedule a future-dated payment, sign on to the Wells Fargo Mobile App or [wellsfargo.com](https://wellsfargo.com) or call us.

### Payments by phone

If you are authorized to transact on the account, you may be able to initiate a payment by calling the Customer Service number listed on the front of this statement.

### Payments made using Wells Fargo Online Banking or Wells Fargo Mobile

If you have access to the account via Wells Fargo Online Banking or Mobile you may be able to make a payment depending on your level of access.

### Automatic Payments

You can establish automatic payments to this credit account from a Wells Fargo deposit account or any other financial institution. For enrollment information, please contact our Customer Service number listed on the front of this statement.

### Timing of payment by mail or payments made at a Wells Fargo branch

Payments that are received at the designated payment processing address (printed on each statement) by 5:00 p.m. on any business day will be credited as of the day of receipt. Payments received after 5:00 p.m. or on non-business days may be credited as of the next business day.

### When a payment is considered late

If your payment is received or initiated any time after the Due Date, it is considered late and your account will be subject to a late fee.

## Promotional rates

All promotional rates are subject to early termination if there are late payments or other defaults. Please see sections "Default" and "Remedies" in your Cardholder Agreement.

## Managing your account

To manage your account, including card payments, alerts and change of address, visit [wellsfargo.com](https://wellsfargo.com) or call the customer service number which appears on your account statement.

# Get statements online securely and conveniently

Make managing your business credit card  
account easier



**Stay secure**

Protect your private  
information to help  
avoid loss or theft



**Save time**

View statements  
online anytime  
without waiting for  
the mail



**Stay on top of  
payments**

Get email notifications  
as soon as your  
statements are ready

## Go paperless in 3 quick steps

1. Visit **wellsfargo.com/statements** or scan the QR code, and log into secure online banking.
2. Access **Manage Delivery Preferences**
3. Choose **Online Statements**<sup>1</sup>



1. Online Statements require Adobe® Acrobat® PDF reader. For credit card accounts, Online Statements are available to view and download for up to two years. Availability may be affected by your mobile carrier's coverage area. Your mobile carrier's message and data rates may apply.

# Notice of Guide to Benefits Updates

This notice includes important information about changes to your Wells Fargo credit card benefits. A summary of the clarifications and changes is included below. Please read this notice carefully and keep a copy for your reference.

**Effective September 1, 2024**

**Changes to the Worldwide Automatic Common Carrier Travel Accident Insurance and Baggage Delay Reimbursement Description of Coverage for Business Elite Mastercard® and Mastercard® Business Card.**

1. **In the Baggage Delay Reimbursement section**, the following language has been modified:
- “We may reimburse You” has been changed to “You are eligible for reimbursement.”
  - The words “or administrator” have been removed from **Definitions of We, Us, or Our**.
  - Under **How Long are You Covered**, the sentence “There is no coverage when Checked Baggage is delayed when the Covered Traveler is returning to their point of origin or to a different final destination.” has been replaced with: “There is no coverage when Checked Baggage is delayed when the Covered Traveler is returning to their point of origin.”
2. **In the Additional Terms section**, the following language has been modified:
- In the third paragraph, the sentence “Benefits not listed above and described in this Guide may be provided by a third party provider.” has been deleted.
  - In the Cancellation section, the sentence “In the event a benefit is cancelled or non-renewed, You may be notified as required by law.” has been replaced with: “In the event a benefit is cancelled or non-renewed, You will be notified as required by law.”

As of September 1, 2024, your updated Worldwide Automatic Common Carrier Travel Accident Insurance and Baggage Delay Reimbursement Description of Coverage can be accessed at <https://www08.wellsfargomedia.com/assets/pdf/small-business/credit-cards/travel-accident-and-baggage-delay.pdf> or you can call the number on the back of your card to request a paper copy of the updated terms. We accept relay calls, including 711.



Checks Dated 08/27/2024 through 09/20/2024				Board Meeting Date September 26th, 2024	
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
12864549	09/03/2024	California American Water	62-5500		128.24
12864550	09/03/2024	California American Water	62-5500		50.54
12864551	09/03/2024	CharterSafe	62-5450		2,172.00
12864552	09/03/2024	CRF Consulting - Cindy Fellows	62-5800		1,080.00
12864553	09/03/2024	Comcast	62-5900		225.99
12864554	09/03/2024	Kendall Hunt	62-5200		6,000.00
12864555	09/03/2024	Learning Ally	62-5800		899.06
12864556	09/03/2024	Otus LLC c/o 900FMS	62-5800		756.00
12864557	09/03/2024	Paul Bruno	62-5600		8,244.44
12864558	09/03/2024	PG&E	62-5500		282.74
12864559	09/03/2024	US Bank Corporate Payment System	62-4100	75.00	
			62-4300	8,624.78	
			62-4400	3,261.99	
			62-5200	270.00	
			62-5500	1,058.51	
			62-5900	191.58	13,481.86
12865969	09/12/2024	Henry, Wyatt E	62-4300	38.18	
			62-5200	119.00	157.18
12865970	09/12/2024	AT&T Mobility	62-5900		54.72
12865971	09/12/2024	AT&T Mobility	62-5900		43.23
12865972	09/12/2024	CharterSafe	62-5450		2,721.88
12865973	09/12/2024	Crystal Springs Water Co.	62-5500		33.50
12865974	09/12/2024	John Aulenta	62-5800		1,500.00
12865975	09/12/2024	Monterey City Disposal	62-5500		556.72
12865976	09/12/2024	SCHOOL PATHWAYS LLC	62-5800		45.85
12865977	09/12/2024	STAPLES ADVANTAGE	62-4300		190.81
12865978	09/12/2024	Wells Fargo	62-5500		31.99
12867625	09/19/2024	AT&T Mobility	62-5900		183.20
12867626	09/19/2024	Document Tracking Services	62-5800		425.00
12867627	09/19/2024	Lexia Learning Systems LLC	62-5800		1,993.42
12867628	09/19/2024	Tucci Learning Services, Inc	62-5800		1,009.53
Total Number of Checks			25		<b>42,267.90</b>

## Fund Recap

Fund	Description	Check Count	Expensed Amount
62	Charter School Enterprise	25	42,267.90
	Total Number of Checks	25	42,267.90
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		<b>42,267.90</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Between**  
**BIG SUR CHARTER SCHOOL & JOHN AULENTA**

This Independent Contractor Agreement (“Agreement”) is made between Big Sur Charter School (“BSCS”) and John Aulenta (“Independent Contractor”). BSCS and Independent Contractor shall collectively be referred to as the “Parties” or singularly as a “Party.”

It is the desire of BSCS to engage the services of Independent Contractor, with such services and the relationship between BSCS and Independent Contractor being governed according to the following terms and conditions:

**A. SERVICES**

Independent Contractor agrees to perform the services detailed in **Appendix A** (“Services”), incorporated by reference herein. As a requirement of this Agreement, Independent Contractor agrees to submit to BSCS documentation that Services detailed in **Appendix A** were performed. Independent Contractor may also agree to provide additional Services to BSCS during the period of this Agreement. To the extent that any such Services require additional expenditure by BSCS, such Services must be described by written addendum to this Agreement to be separately signed and executed by BSCS and Independent Contractor. Any such addendum to this Agreement will be governed by all terms and provisions of this Agreement.

**B. COMPENSATION**

**1.** In consideration for the Services to be performed by Independent Contractor, BSCS agrees to pay Independent Contractor \$1,500 upon completion of the Services to the satisfaction of BSCS. Independent Contractor will submit to BSCS an invoice for services rendered once the Services have been completely performed. BSCS is to pay the invoice within thirty (30) days of its receipt.

**2. Expenses.** Independent Contractor shall be responsible for all expenses incurred while performing Services under this Agreement.

**3. Materials.** Independent Contractor will furnish all materials, equipment and supplies used to provide the Services required by this Agreement.

**4. Local, State and Federal Taxes.** Independent Contractor shall pay all income and FICA (Social Security and Medicare) taxes incurred while performing Services under this Agreement. BSCS will not:

- a. Withhold FICA from Independent Contractor’s payments or make FICA payments on Independent Contractor’s behalf;
- b. Make state or federal unemployment compensation contributions on Independent Contractor’s behalf; or

- c. Withhold state or federal income tax from Independent Contractor's payments.

## **C. DURATION**

**1. Term of the Agreement.** This agreement will become effective when signed by both Parties and will terminate the date either Party terminates the Agreement as provided below.

**2. Terminating the Agreement.** During the term of this Agreement, either Party may terminate the Agreement without cause by providing written notice to the other Party thirty (30) days' advance notice.

**3. Automatic Termination.** This Agreement terminates automatically on the occurrence of any of the following events:

- a. The bankruptcy or insolvency of either Party;
- b. Sale of business of either Party;
- c. The death or permanent disability of either Party;
- d. Material breach of any term or condition of this Agreement; or
- e. Revocation or nonrenewal of the BSCS charter.

## **D. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICE**

**1. Qualifications.** Independent Contractor shall provide BSCS with copies of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the Services provided under **Appendix A**.

**2. Working with Students.** Should Independent Contractor or its employees and/or subcontractors provide Services to BSCS students, Independent Contractor shall adhere to all applicable laws and BSCS policies. Independent Contractor shall also complete and return a "Criminal Background Check and Tuberculosis Clearance Certification," attached hereto as **Appendix B**.

**3. Insurance.** Independent Contractor shall provide BSCS with proof of insurance as it relates to the Services provided under **Appendix A**.

**4. Workers' Compensation.** BSCS shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

## **E. INDEPENDENT CONTRACTOR STATUS**

Independent Contractor is an independent contractor, not an employee of BSCS.

Independent Contractor's employees and/or subcontractors (if any) are not BSCS's employees. Independent Contractor and BSCS agree to the following rights consistent with an independent contractor relationship:

1. Independent Contractor has the right to perform Services for others during the term of this Agreement.
2. Independent Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed to the extent the provision of Independent Contractor's Services are consistent with the responsibilities set forth herein at **Appendix A** as dictated by BSCS.
3. Independent Contractor shall not receive any training from BSCS in the skills necessary to perform the Services required by this Agreement.
4. BSCS shall not require Independent Contractor to devote full time to performing the Services required by this Agreement.
5. Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of BSCS.

**F. INTELLECTUAL PROPERTY/TRADEMARK OWNERSHIP AND USE**

1. **Ownership of Intellectual Property.** Independent Contractor acknowledges that any intellectual property created pursuant to this Agreement is a "work made for hire" and further assigns to BSCS all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for BSCS under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement.
2. **Registration of Intellectual Property.** Independent Contractor shall help prepare any documents BSCS considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to BSCS. Independent Contractor agrees to honor the proprietary information of BSCS and shall not disclose or circumvent such proprietary information now or in the future.
3. **Use of Intellectual Property/Trademarks.** Independent Contractor shall not use the BSCS, insignia, or any facsimile of BSCS material for any purpose, without BSCS's express prior authorization. Independent Contractor shall not use for any material purpose, including, but not limited to, advertising, client list, or references, any of BSCS's intellectual property, BSCS, insignia, trademarks, service marks, design marks, trade BSCSs, domain BSCSs, registrations and applications for registration thereof, or any facsimile of BSCS, and any common law rights pertaining thereto, without prior written consent from BSCS.



## **G. CONFIDENTIALITY**

**1. Proprietary Information.** Independent Contractor acknowledges that, in connection with providing the Services under this Agreement, Independent Contractor may have access to and make use of BSCS's proprietary, confidential and trade secret information ("Proprietary Information"). Proprietary Information includes, but is not limited to: know-how, materials, processes and procedures relating to the medical scribes and medical scribe Services; know-how, materials, processes and procedures relating to the use of electronic medical records systems; lists of customers and of potential customers; marketing plans and strategies; pricing information; information concerning BSCS's employees, students, and independent contractors; and any other information reasonably understood to be confidential or proprietary to BSCS.

- a. Proprietary Information, whether written, verbally presented, visually viewed, printed, graphic, or electronically recorded materials furnished by BSCS for use by Independent Contractor, are confidential to the extent allowable by law, constitute BSCS's proprietary and/or trade secret information, and remains the property of BSCS.
- b. Independent Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information except to the extent necessary to perform the Services.
- c. Upon termination of this Agreement, or at the request of BSCS before termination, Independent Contractor will deliver to BSCS all Proprietary Information that is in Independent Contractor's possession or under Independent Contractor's control. The obligations concerning Proprietary Information extend to information belonging to students and vendors of BSCS to which Independent Contractor may have gained possession as a result of performing the Services.
- d. The confidentiality restrictions contained in this Section and its subsections will not apply to any information that is:
  - i. Generally known, or becomes generally known, to the public through no wrongful or negligent act of Independent Contractor;
  - ii. In the possession of Independent Contractor prior to the Parties entering into this Agreement and the same can be demonstrated by the Independent Contractor's records;
  - iii. Independently developed by Independent Contractor without use, directly or indirectly, of BSCS's Proprietary Information;

- iv. Rightfully received by Independent Contractor from a third party without restriction and without breach of this Agreement or any other agreement;
- v. Approved for release by written authorization of BSCS; or
- vi. Required to be disclosed by operation of law; provided, however, that Independent Contractor will first give written notice of such required disclosure to BSCS, make a reasonable effort to obtain a protective order requiring that the Proprietary Information so disclosed be used only for the purposes for which disclosure is required, take reasonable steps to allow BSCS to seek to protect the confidentiality of the Proprietary Information required to be disclosed, and disclose only that part of the Proprietary Information which, in the opinion of Independent Contractor, is required to be disclosed.

## **2. Protected Information.**

- a. Health Information. Contractor acknowledges that, from time to time during the term of this Agreement, Contractor may acquire or have access to Protected Health Information (“PHI”) of BSCS’s students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (hereinafter the “HIPAA Rules”). Contractor will not use or disclose, and will cause its employees and/or subcontractors not to use or disclose, PHI, except as necessary to perform the Services or as required by law. At BSCS’s request, Contractor will execute a “Business Associate Agreement” in order to comply with the HIPAA Rules.
- b. Student Information. Independent Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student’s education records are deemed confidential pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1231(g)) and the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*). Independent Contractor will not use or disclose, and will cause Independent Contractor’s employees and/or subcontractors not to use or disclose such information, except as necessary to perform the Services or as required by law.
- c. Private Information. Independent Contractor acknowledges that, from time to time during the term of this Agreement, Independent Contractor may acquire or have access to private information protected from disclosure pursuant to Article I, Section 1 of the California Constitution. Independent Contractor will not use or disclose, and will cause Independent Contractor’s employees and/or subcontractors not to use or

disclose such information, except as necessary to perform the Services or as required by law.

**3. Return of Proprietary/Protected Information.** Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of BSCS to BSCS.

#### **H. NON-DISCRIMINATION**

The Parties shall not discriminate against any pupil, employee, or applicant for employment on the basis of the person's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

#### **I. DISPUTE RESOLUTION**

**1. Mediation.** If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Monterey County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the Parties.

**2. Arbitration.** If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator in Monterey County for binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

**3. Attorneys' Fees.** Should any mediation, arbitration, and/or litigation commence between the Parties concerning this Agreement or the rights and duties of either Party hereto, whether it be an action for damages, equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, as an element of its costs of suit in addition to other relief as may be granted by the arbitrator or Court, reasonable sums as and for attorneys' fees, or such prevailing party may recover such attorneys' fees in a separate action brought for that purpose. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees. No sum of attorneys' fees shall be counted in calculating the amount of judgment for purposes of determining whether a Party is entitled to recover its costs or attorneys' fees.

#### **J. LIMITED LIABILITY**

Neither party to this agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been has been advised by the other party of the possibility of such damages.

**K. INDEMNIFICATION**

Each Party shall indemnify and hold the other Party and its board members, officers, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the Party, including, without limitation, the Party's agents, employees, subcontractors or anyone the Party employed directly or indirectly.

**L. NOTICES**

**1.Contact Persons.** All notices and other communications in connection with this Agreement shall be directed to the following persons:

<u>If to Independent Contractor:</u>  667 Lighthouse Ave, Suite 301 Pacific Grove, CA 93950	<u>If to BSCS:</u> Big Sur Charter School 304 Foam St. Monterey, CA 93940 Phone: 831-324-4573
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**2.Notice Procedures.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- a. When delivered personally to the recipient's address as stated on this Agreement;
- b. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or
- c. When sent by fax or email to the last fax number or email address of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**N. MISCELLANEOUS TERMS**

**1. Exclusive Agreement.** This is the entire Agreement between Independent Contractor and BSCS. All previous agreements between the Parties, if any, whether written or oral, are merged herein and superseded hereby.

**2. Modifying the Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.

**3. No Partnership.** This Agreement does not create a partnership relationship. Neither Party has authority to enter into contracts on the other's behalf.

**4. Interpretation and Opportunity for Counsel.** In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

**5. Applicable Law.** This Agreement will be governed by the laws of the State of California.

**6. Interpretation of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning. The language of the Agreement shall not be construed for or against any particular Party.

**7. Survival of Terms.** Sections F, G, I, J and K (and their subsections, if any) will survive the expiration or termination of this Agreement.

**8. Assignment.** Neither Party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other Party. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby.

**9. Severability.** Should any provision of the Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining Parties, terms, and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, terms or provisions shall be deemed not to be part of this Agreement.

**10. Force Majeure.** Either Party shall be excused from performance, without penalty, for delay in, or failure of, performance or shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the Party affected and occurs without the Party's fault or negligence. Force majeure may include, but is not limited to: acts of nature; acts of government (including, but not limited to, political subdivisions, school districts, or local education agencies that authorize and oversee BSCS) not related to breach of any legal or regulatory obligation by either Party; fire; earthquake; strike; lockout; civil disorder; war or commandeering by any agency of government; epidemics; and quarantine restrictions. If either Party is delayed at any time by force majeure, the delayed Party shall notify the other Party's



designated representative of such delay, in writing and via telephone when feasible, as soon as practicable and shall specify the cause(s) of such delay. The delayed Party shall cause such delay to cease as soon as practicable.

**11. Binding Effect.** The provisions of this Agreement will be binding upon and will inure to the benefit of the respective successors and permitted assigns of the Parties.

**12. Counterparts.** This Agreement may be executed in two (2) or more counterparts, which shall, in the aggregate, be signed by all Parties and constitute an Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

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

**SIGNATURES:**

<b>ON BEHALF OF BSCS:</b>  Aimee Alling Title: Director Date: 8/29/24	<b>INDEPENDENT CONTRACTOR:</b>  John Aulenta Title: Educational Psychologist Taxpayer ID Number: 554-66-4825 Date: 8/29/24
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**APPENDIX A**

**Scope of Services**

**Scope of Work:** Psychoeducational assessments, written reports and attendance at IEP meetings to interpret results.

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN BIG SUR CHARTER SCHOOL AND  
Cindy Fellows - DBA CRF Consulting**

This Agreement is made between Big Sur Charter School ("School"), a California charter school, with its principal place of business at 304 Foam St, and **Cindy Fellows** ("Independent Contractor").

It is the desire of the School to engage the services of Independent Contractor to serve the School. Such services and the relationship between the School and Independent Contractor shall be governed according to the following terms and conditions:

**SECTION 1. SERVICES TO BE PERFORMED.** Independent Contractor agrees to perform any and all necessary duties for the School related to the services detailed in **Attachment A**.

**SECTION 2. PAYMENT.** In consideration for the aforementioned services to be performed by Independent Contractor for the School, the School agrees to pay Independent Contractor **\$90.00 per hour not to exceed \$10,000 per year**. The School will pay Independent Contractor monthly by check. Checks will be mailed to the address on the Independent Contractor's invoice.

**SECTION 3. EXPENSES.** Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement. However, the School shall reimburse Independent Contractor for all reasonable and approved out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement. Independent Contractor shall submit an itemized statement of such expenses. The School shall pay Independent Contractor within thirty (30) days from the date of each statement.

**SECTION 4. MATERIALS.** Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

**SECTION 5. INDEMNIFICATION.** The School shall hold harmless and indemnify Independent Contractor, his/her agents and his/her employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage or death of any person, in connection with Independent Contractor's performance of this agreement. The School also agrees to hold harmless, indemnify and defend Independent Contractor from any claims or losses incurred by any supplier, contractor, or subcontractor furnishing services or materials to the School in connection with her performance of this Agreement.

Independent Contractor shall hold harmless and indemnify the School, its officers, agents and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damaging or death of any person, firm, or corporation in connection with Independent Contractor's performance of this agreement. Independent Contractor also agrees to hold harmless, indemnify and defend the School and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to Independent Contractor in connection with its performance of this agreement.

**SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP.** Independent Contractor assigns to the School all patent, copyright and trade secret rights in anything created or developed by Independent Contractor

for the School under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents the School considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to the School. However, the School shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

**SECTION 7. TERM OF AGREEMENT.** This Agreement will become effective when signed by both parties and will terminate when either party terminates the Agreement as provided below.

**SECTION 8. TERMINATING THE AGREEMENT.** During the term of this Agreement, either party may terminate the Agreement on an “at-will” basis without cause at any time by providing written notice to the other party.

Moreover, this Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) successful closure of the School and the School corporation.

**SECTION 9. INDEPENDENT CONTRACTOR STATUS.** Independent Contractor is an independent contractor, not an employee of the School. Independent Contractor’s employees or subcontractors are not the School’s employees. Independent Contractor and the School agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor’s services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by the Board.
- (c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (d) Independent Contractor or Independent Contractor’s employees or subcontractors shall perform the services required by this Agreement; the School shall not hire, supervise or pay any assistants to help Independent Contractor.
- (e) Neither Independent Contractor nor Independent Contractor’s employees or subcontractors shall receive any training from the School in the skills necessary to perform the services required by this Agreement.
- (f) The School shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.



- (g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the School.

**SECTION 10. WORKERS' COMPENSATION.** the School shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

**SECTION 11. LOCAL, STATE AND FEDERAL TAXES.** Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. the School will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf, or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to the School. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by the School.

**SECTION 12. CONFIDENTIALITY.** Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the School and/or used by the School in connection with the operation of its business including, without limitation, the School's business and product processes, methods, pupil/personnel record information, accounts and procedures.

**SECTION 13. EXCLUSIVE AGREEMENT.** This is the entire Agreement between Independent Contractor and the School. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

**SECTION 14. MODIFYING THE AGREEMENT.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

**SECTION 15. DISPUTE RESOLUTION.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Monterey County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Monterey County.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

**SECTION 16. LIMITED LIABILITY.** This provision allocates the risks under this Agreement between Independent Contractor and the School. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on the School's premises to the extent such actions or omissions were not caused by the School. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

**SECTION 17. NOTICES.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**If to the School:  
Big Sur Charter School  
304 Foam St, Monterey CA 93950**

**If to Independent Contractor:  
Cindy Fellows/CRF Consulting  
5040 NW Picadilly Cir  
Albany, OR 97321**

**SECTION 18. NO PARTNERSHIP.** This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**SECTION 19. INTERPRETATION AND OPPORTUNITY FOR COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted

according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

**SECTION 20. APPLICABLE LAW.** This Agreement will be governed by the laws of the State of California.

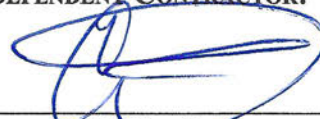
**SIGNATURES**

**ON BEHALF OF THE SCHOOL:**



School Director

**INDEPENDENT CONTRACTOR:**



Taxpayer ID Number: 46-1919227

Date: 6/12/2024

Date: 6/12/2024

\_\_\_\_\_  
Board Approval

Date:

**Attachment A**  
**Scope of Services**

Services to be provided to the School by Independent Contractor shall include:

Provide financial consulting services to BSCS, prepare annual budget, financial reports and report financial status of the Charter School to the Authorizing District.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Between**  
**BIG SUR CHARTER SCHOOL & BRITTANY KALINOWSKI**

This Independent Contractor Agreement (“Agreement”) is made between Big Sur Charter School (“BSCS”) and Brittany Kalinowski (“Independent Contractor”). BSCS and Independent Contractor shall collectively be referred to as the “Parties” or singularly as a “Party.”

It is the desire of BSCS to engage the services of Independent Contractor, with such services and the relationship between BSCS and Independent Contractor being governed according to the following terms and conditions:

**A. SERVICES**

Independent Contractor agrees to perform the services detailed in **Appendix A** (“Services”), incorporated by reference herein. As a requirement of this Agreement, Independent Contractor agrees to submit to BSCS documentation that Services detailed in **Appendix A** were performed. Independent Contractor may also agree to provide additional Services to BSCS during the period of this Agreement. To the extent that any such Services require additional expenditure by BSCS, such Services must be described by written addendum to this Agreement to be separately signed and executed by BSCS and Independent Contractor. Any such addendum to this Agreement will be governed by all terms and provisions of this Agreement.

**B. COMPENSATION**

**1. Payment.** In consideration for the Services to be performed by Independent Contractor, BSCS agrees to pay Independent Contractor at the rate of \$197.00 per hour. Independent Contractor will submit to BSCS an invoice for Services rendered at the end of each month. BSCS is to pay the invoice within thirty (30) days of its receipt.

**2. Expenses.** Independent Contractor shall be responsible for all expenses incurred while performing Services under this Agreement.

**3. Materials.** Independent Contractor will furnish all materials, equipment and supplies used to provide the Services required by this Agreement.

**4. Local, State and Federal Taxes.** Independent Contractor shall pay all income and FICA (Social Security and Medicare) taxes incurred while performing Services under this Agreement. BSCS will not:

- a. Withhold FICA from Independent Contractor’s payments or make FICA payments on Independent Contractor’s behalf;
- b. Make state or federal unemployment compensation contributions on

- c. Independent Contractor's behalf; or  
Withhold state or federal income tax from Independent Contractor's payments.

## **C. DURATION**

**1. Term of the Agreement.** This agreement will become effective when signed by both Parties and will terminate the date either Party terminates the Agreement as provided below.

**2. Terminating the Agreement.** During the term of this Agreement, either Party may terminate the Agreement without cause by providing written notice to the other Party thirty (30) days' advance notice.

**3. Automatic Termination.** This Agreement terminates automatically on the occurrence of any of the following events:

- a. The bankruptcy or insolvency of either Party;
- b. Sale of business of either Party;
- c. The death or permanent disability of either Party;
- d. Material breach of any term or condition of this Agreement; or
- e. Revocation or nonrenewal of the BSCS charter.

## **D. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICE**

**1. Qualifications.** Independent Contractor shall provide BSCS with copies of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the Services provided under **Appendix A**.

**2. Working with Students.** Should Independent Contractor or its employees and/or subcontractors provide Services to BSCS students, Independent Contractor shall adhere to all applicable laws and BSCS policies. Independent Contractor shall also complete and return a "Criminal Background Check and Tuberculosis Clearance Certification," attached hereto as **Appendix B**.

**3. Insurance.** Independent Contractor shall provide BSCS with proof of insurance as it relates to the Services provided under **Appendix A**.

**4. Workers' Compensation.** BSCS shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

**E. INDEPENDENT CONTRACTOR STATUS**

Independent Contractor is an independent contractor, not an employee of BSCS. Independent Contractor's employees and/or subcontractors (if any) are not BSCS's employees. Independent Contractor and BSCS agree to the following rights consistent with an independent contractor relationship:

1. Independent Contractor has the right to perform Services for others during the term of this Agreement.
2. Independent Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed to the extent the provision of Independent Contractor's Services are consistent with the responsibilities set forth herein at **Appendix A** as dictated by BSCS.
3. Independent Contractor shall not receive any training from BSCS in the skills necessary to perform the Services required by this Agreement.
4. BSCS shall not require Independent Contractor to devote full time to performing the Services required by this Agreement.
5. Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of BSCS.

**F. INTELLECTUAL PROPERTY/TRADEMARK OWNERSHIP AND USE**

**1. Ownership of Intellectual Property.** Independent Contractor acknowledges that any intellectual property created pursuant to this Agreement is a "work made for hire" and further assigns to BSCS all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for BSCS under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement.

**2. Registration of Intellectual Property.** Independent Contractor shall help prepare any documents BSCS considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to BSCS. Independent Contractor agrees to honor the proprietary information of BSCS and shall not disclose or circumvent such proprietary information now or in the future.

**3. Use of Intellectual Property/Trademarks.** Independent Contractor shall not use the BSCS, insignia, or any facsimile of BSCS material for any purpose, without BSCS's express prior authorization. Independent Contractor shall not use for any material purpose, including, but not limited to, advertising, client list, or references, any of BSCS's intellectual property, BSCS, insignia, trademarks, service marks, design marks, trade BSCSs, domain BSCSs, registrations and applications for registration thereof, or

any facsimile of BSCS, and any common law rights pertaining thereto, without prior written consent from BSCS.

## **G. CONFIDENTIALITY**

**1. Proprietary Information.** Independent Contractor acknowledges that, in connection with providing the Services under this Agreement, Independent Contractor may have access to and make use of BSCS's proprietary, confidential and trade secret information ("Proprietary Information"). Proprietary Information includes, but is not limited to: know-how, materials, processes and procedures relating to the medical scribes and medical scribe Services; know-how, materials, processes and procedures relating to the use of electronic medical records systems; lists of customers and of potential customers; marketing plans and strategies; pricing information; information concerning BSCS's employees, students, and independent contractors; and any other information reasonably understood to be confidential or proprietary to BSCS.

- a. Proprietary Information, whether written, verbally presented, visually viewed, printed, graphic, or electronically recorded materials furnished by BSCS for use by Independent Contractor, are confidential to the extent allowable by law, constitute BSCS's proprietary and/or trade secret information, and remains the property of BSCS.
- b. Independent Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information except to the extent necessary to perform the Services.
- c. Upon termination of this Agreement, or at the request of BSCS before termination, Independent Contractor will deliver to BSCS all Proprietary Information that is in Independent Contractor's possession or under Independent Contractor's control. The obligations concerning Proprietary Information extend to information belonging to students and vendors of BSCS to which Independent Contractor may have gained possession as a result of performing the Services.
- d. The confidentiality restrictions contained in this Section and its subsections will not apply to any information that is:
  - i. Generally known, or becomes generally known, to the public through no wrongful or negligent act of Independent Contractor;
  - ii. In the possession of Independent Contractor prior to the Parties entering into this Agreement and the same can be demonstrated by the Independent Contractor's records;
  - iii. Independently developed by Independent Contractor without use, directly or indirectly, of BSCS's Proprietary Information;



- iv. Rightfully received by Independent Contractor from a third party without restriction and without breach of this Agreement or any other agreement;
- v. Approved for release by written authorization of BSCS; or
- vi. Required to be disclosed by operation of law; provided, however, that Independent Contractor will first give written notice of such required disclosure to BSCS, make a reasonable effort to obtain a protective order requiring that the Proprietary Information so disclosed be used only for the purposes for which disclosure is required, take reasonable steps to allow BSCS to seek to protect the confidentiality of the Proprietary Information required to be disclosed, and disclose only that part of the Proprietary Information which, in the opinion of Independent Contractor, is required to be disclosed.

## **2. Protected Information.**

- a. Health Information. Contractor acknowledges that, from time to time during the term of this Agreement, Contractor may acquire or have access to Protected Health Information (“PHI”) of BSCS’s students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (hereinafter the “HIPAA Rules”). Contractor will not use or disclose, and will cause its employees and/or subcontractors not to use or disclose, PHI, except as necessary to perform the Services or as required by law. At BSCS’s request, Contractor will execute a “Business Associate Agreement” in order to comply with the HIPAA Rules.
- b. Student Information. Independent Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student’s education records are deemed confidential pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1231(g)) and the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*). Independent Contractor will not use or disclose, and will cause Independent Contractor’s employees and/or subcontractors not to use or disclose such information, except as necessary to perform the Services or as required by law.
- c. Private Information. Independent Contractor acknowledges that, from time to time during the term of this Agreement, Independent Contractor may acquire or have access to private information protected from disclosure pursuant to Article I, Section 1 of the California Constitution. Independent Contractor will not use or disclose, and will cause Independent Contractor’s employees and/or subcontractors not to use or

disclose such information, except as necessary to perform the Services or as required by law.

**3. Return of Proprietary/Protected Information.** Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of BSCS to BSCS.

#### **H. NON-DISCRIMINATION**

The Parties shall not discriminate against any pupil, employee, or applicant for employment on the basis of the person's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

#### **I. DISPUTE RESOLUTION**

**1. Mediation.** If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Monterey County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the Parties.

**2. Arbitration.** If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator in Monterey County for binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

**3. Attorneys' Fees.** Should any mediation, arbitration, and/or litigation commence between the Parties concerning this Agreement or the rights and duties of either Party hereto, whether it be an action for damages, equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, as an element of its costs of suit in addition to other relief as may be granted by the arbitrator or Court, reasonable sums as and for attorneys' fees, or such prevailing party may recover such attorneys' fees in a separate action brought for that purpose. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees. No sum of attorneys' fees shall be counted in calculating the amount of judgment for purposes of determining whether a Party is entitled to recover its costs or attorneys' fees.

**J. LIMITED LIABILITY**

Neither party to this agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been has been advised by the other party of the possibility of such damages.

**K. INDEMNIFICATION**

Each Party shall indemnify and hold the other Party and its board members, officers, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the Party, including, without limitation, the Party's agents, employees, subcontractors or anyone the Party employed directly or indirectly.

**L. NOTICES**

**1.Contact Persons.** All notices and other communications in connection with this Agreement shall be directed to the following persons:

<u>If to Independent Contractor:</u>  [ADDRESS] [EMAIL] Phone: [NUMBER] Fax: [NUMBER]	<u>If to BSCS:</u> Big Sur Charter School 304 Foam St. Monterey, CA 93940 Phone: 831-324-4573
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**2.Notice Procedures.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- a. When delivered personally to the recipient's address as stated on this Agreement;
- b. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or
- c. When sent by fax or email to the last fax number or email address of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**N. MISCELLANEOUS TERMS**

**1. Exclusive Agreement.** This is the entire Agreement between Independent Contractor and BSCS. All previous agreements between the Parties, if any, whether written or oral, are merged herein and superseded hereby.

**2. Modifying the Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.

**3. No Partnership.** This Agreement does not create a partnership relationship. Neither Party has authority to enter into contracts on the other's behalf.

**4. Interpretation and Opportunity for Counsel.** In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

**5. Applicable Law.** This Agreement will be governed by the laws of the State of California.

**6. Interpretation of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning. The language of the Agreement shall not be construed for or against any particular Party.

**7. Survival of Terms.** Sections F, G, I, J and K (and their subsections, if any) will survive the expiration or termination of this Agreement.

**8. Assignment.** Neither Party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other Party. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby.

**9. Severability.** Should any provision of the Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining Parties, terms, and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, terms or provisions shall be deemed not to be part of this Agreement.

**10. Force Majeure.** Either Party shall be excused from performance, without penalty, for delay in, or failure of, performance or shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the Party affected and occurs without the Party's fault or negligence. Force majeure may include, but is not limited to: acts of nature; acts of government (including, but not limited to, political subdivisions, school districts, or local education agencies that authorize and oversee BSCS) not related to breach of any legal or regulatory obligation by either Party; fire; earthquake; strike; lockout; civil disorder; war or commandeering by any agency of government; epidemics; and quarantine restrictions. If either

Party is delayed at any time by force majeure, the delayed Party shall notify the other Party's designated representative of such delay, in writing and via telephone when feasible, as soon as practicable and shall specify the cause(s) of such delay. The delayed Party shall cause such delay to cease as soon as practicable.

**11. Binding Effect.** The provisions of this Agreement will be binding upon and will inure to the benefit of the respective successors and permitted assigns of the Parties.

**12. Counterparts.** This Agreement may be executed in two (2) or more counterparts, which shall, in the aggregate, be signed by all Parties and constitute an Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

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

**SIGNATURES:**

<p><b>ON BEHALF OF BSCS:</b></p> <p>_____</p> <p>Aimee Alling</p> <p>Title: Director</p> <p>Date:</p>	<p><b>INDEPENDENT CONTRACTOR:</b></p> <p>_____</p> <p>Brittany Kalinowski</p> <p>Title: _____</p> <p>Taxpayer ID Number: _____</p> <p>Date: _____</p>
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**APPENDIX A**

**Scope of Services**

Scope of Work: Provided speech services for Big Sur Charter School students, complete evaluations and updates at the request of Big Sur Charter School and attend IEP meetings


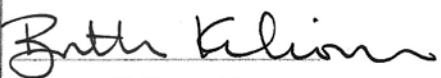
Party is delayed at any time by force majeure, the delayed Party shall notify the other Party's designated representative of such delay, in writing and via telephone when feasible, as soon as practicable and shall specify the cause(s) of such delay. The delayed Party shall cause such delay to cease as soon as practicable.

**11. Binding Effect.** The provisions of this Agreement will be binding upon and will inure to the benefit of the respective successors and permitted assigns of the Parties.

**12. Counterparts.** This Agreement may be executed in two (2) or more counterparts, which shall, in the aggregate, be signed by all Parties and constitute an Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

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

**SIGNATURES:**

<b>ON BEHALF OF BSCS:</b>  Aimee Alling Title: Director Date: 8/29/24	<b>INDEPENDENT CONTRACTOR:</b>  Brittany Kalinowski Title: Speech-Language Pathologist Taxpayer ID Number: 45-2855300 Date: 9/2/24
--	---

**APPENDIX A**

**Scope of Services**

Scope of Work: Provided speech services for Big Sur Charter School students, complete evaluations and updates at the request of Big Sur Charter School and attend IEP meetings

## APPENDIX B

### Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between Big Sur Charter School ("BSCS") and Eduk8 ("Independent Contractor").

**PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.**

#### CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- ☐ A. The Independent Contractor hereby certifies to BSCS that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with BSCS students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- ☐ B. The Independent Contractor hereby certifies to BSCS that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.
- ☐ C. The Independent Contractor hereby certifies to BSCS that it has required and verified that all of the Independent Contractor's employees whose assignment at BSCS requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

List below, or attach, the **BSCS and other information for each vendor employee** for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

BSCS of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	07/23/2014	07/23/2018	MSTC 07/01/2018

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide BSCS with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

---

Authorized Vendor Signature

Printed Name

Title

Date

# **SONOMA SELPA**

---

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

---

*MASTER CONTRACT*

**2024-2025**

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

**LEA: Big Sur Charter School**

Contract Year: 2024-2025

Nonpublic School: n/a

Nonpublic Agency: Central Coast Language and Learning, LLC

**Type of Contract:**

- Master Contract for the 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: \_\_\_\_\_ date

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

## TABLE OF CONTENTS

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

40. PARENT ACCESS .....	27
41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS .....	
<b>27-28</b>	
42. STATE MEAL MANDATE .....	28
43. MONITORING .....	28-29

#### **IV. PERSONNEL**

44. CLEARANCE REQUIREMENTS .....	29-30
45. STAFF QUALIFICATIONS .....	30
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS; EXHIBIT C .....	31
47. STAFF ABSENCE .....	31
48. STAFF PROFESSIONAL BEHAVIOR .....	31-32

#### **V. HEALTH AND SAFETY MANDATES**

49. HEALTH AND SAFETY .....	32
50. FACILITIES AND FACILITIES MODIFICATIONS .....	32
51. ADMINISTRATION OF MEDICATION .....	
<b>32-33</b>	
52. INCIDENT/ACCIDENT REPORTING .....	33
53. CHILD ABUSE REPORTING .....	33
54. SEXUAL & GENDER IDENTITY HARASSMENT .....	33
55. REPORTING OF MISSING CHILDREN .....	
<b>33</b>	

#### **VI. FINANCIAL**

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES EXHIBITS E, F, G and J .....	33-33
57. RIGHT TO WITHHOLD PAYMENT .....	35-36
58. PAYMENT FROM OUTSIDE AGENCIES .....	36
59. PAYMENT FOR ABSENCES .....	36-38
60. LEA, NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY .....	38
61. INSPECTION AND AUDIT .....	38-39
62. RATE SCHEDULE .....	39
63. DEBARMENT CERTIFICATION .....	40
64. EXECUTION OF CONTRACT; EXHIBITS A, B, & C .....	41

## **Description of EXHIBITS**

**EXHIBIT B** – Individual Service Agreement Form ISA (26. Data Reporting, 6. Independent Service Agreement)

**EXHIBIT C** – Staff List - Statement of Certifications, Credentials, Licenses, and Clearances (26.Data Reporting, 47.Verification of Licenses, Credentials and Other Documents)

**2024-2025**

**Local Education Agency: Big Sur Charter**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Central Coast Language and Learning, LLC**

**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 August 1, 2024, between **Big Sur Charter**, and **Central Coast Language and Learning, LLC**. (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 the 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 Service Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. 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 fifteen (15) 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 the development of the ISA and invoices.

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.

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall first be brought to the attention of the other party in writing, pursuant to the notice provision of this Contract, in an attempt to resolve the dispute at the lowest level. Education Code § 56366, subdivision (c), shall govern the resolution of fee disputes for pupils enrolled in a NPS or NPA prior to execution of the Master Contract or ISA. For up to ninety (90) days the LEA is permitted to issue a warrant based upon an attendance report at the previously agreed upon per diem rate. If the Master Contract or ISA has not been finalized within sixty (60) days, “either party may appeal” to the State Superintendent of Public Instruction pursuant to the provisions of the California Education Code § 56366(b).

In addition to any other remedies available by law or under this Contract, SELPA and SELPA Member Districts may withhold further payment if CONTRACTOR fails to timely submit supporting documents (e.g.,

EXHIBITS C, H, NPS/A certification, proof of insurance and related endorsements, and subcontractor and subcontractor's proof of insurance) required under this Contract.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

## **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 room and board 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 August 1, 2024 to July 31, 2025 (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 July 31, 2025. In the event the contract negotiations are not agreed to by July 31, 2025, 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 SERVICE AGREEMENT; EXHIBIT B ("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. LEA shall provide to CONTRACTOR an ISA within 15 days of an executed IEP for services, **except** as provided in EXHIBIT P, which requires the LEA to develop an ISA for services within 5 days.

Any written agreement between the parent and LEA which alters the current individual service agreement (ISA) that outlines each pupil's educational instruction or services provided by the CONTRACTOR shall be mutually agreed by the NPS/A and the LEA. A new ISA shall be negotiated and developed to reflect changes for the provision of services for which the CONTRACTOR is responsible resulting from a written agreement between the parent and the LEA.

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 ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any subsequent compensatory service hours agreed upon in a current ISA but not provided to a student as a result of CONTRACTOR's lack of provision of services, excluding service hours missed due to properly documented student absence or student refusal of services. When missed services are made up, CONTRACTOR shall submit a properly prepared invoice to LEA to bill for the provision of those services for which the LEA withheld prorated payment. LEA shall compensate CONTRACTOR for approved compensatory service hours at the rates specified by the current contract, unless bill for previously and in accordance with the provision in Section 56.

If DIS is not so provided due to the absence of CONTRACTOR'S Personnel, make up sessions shall be provided within forty-five (45) days of the missed session. If CONTRACTOR does not provide all make-up services within forty-five (45) days of the missed session(s), by the fiftieth (50) day, CONTRACTOR must submit a schedule, to provide the make-up services on or before the 60<sup>th</sup> day of the missed sessions(s), or as otherwise agreed to in writing by LEA. Make up services shall occur on, or before the last school day of the year, whichever is earlier.

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. **SELPA Member LEA's** (Alexander Valley Union SD, Bellevue Union SD, Bennett Valley Union SD, CA Virtual Academy, Cinnabar SD, Cloverdale Unified SD, Cotati-Rohnert Park Unified SD, Dunham SD, Forestville Union



SD, Fort Ross SD, Geyserville Unified SD, Gravenstein Union SD, Guerneville SD, Harmony Union SD, Healdsburg Unified SD, Horicon SD, Kashia SD (c/o SCOE), Kenwood SD, Liberty SD, Mark West Union SD, Monte Rio Union SD, Montgomery SD, North County Consortium, Oak Grove Union SD, Old Adobe Union SD, Pathways Charter, Petaluma City SD, Petaluma Joint Union HSD, Piner-Olivet Union SD, Rincon Valley Union SD, Roseland SD, Santa Rosa City Elementary SD, Santa Rosa City High SD, Sonoma County Office of Education Special Education, Sonoma County Office of Education Court & Community School, South County Consortium, Sebastopol Union SD, Sebastopol Independent Charter, Sonoma Valley Unified, Twin Hills SD, Two Rock Union SD, Waugh SD, West County Consortium, West Side Union SD, West Sonoma County Union HSD, Wilmar Union SD, Windsor Unified SD, Wright SD)

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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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 emailed via secure server, 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS; EXHIBIT D**

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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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. Within ten (10) days of a pupil's transfer out of CONTRACTOR's school or agency, CONTRACTOR shall forward all pupil records to the pupil's district of residence or new NPS, as the case may be; for SCOE students, CONTRACTOR shall also send to SCOE Special Education NPS Program, students' final transcript and SCOE "Exit Form" (EXHIBIT D) within (5) 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. Both parties shall meet to negotiate any amendments or modifications to the

Master Contract if the LEA proposed amendment or modification would reasonably result in increased operational expense for the CONTRACTOR.

#### **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, CONTRACTOR'S 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 \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate.

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge **using the following language:**

- I. The following are each named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects each additional insured and each of their governing boards, officers, agents and employees against liability for bodily injuries, deaths, or property damage or destruction in the performance of the Contract: Sonoma County Superintendent of Schools, Sonoma County Board of Education, Sonoma County SELPA, and the SELPA Member Districts identified in the Sonoma County Special Education Local Planning Area Master Contract for Nonpublic, Nonsectarian School/Agency Services;
  - II. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage herein shall apply, up to the stated limit, as though separate policies have been issued to each insured;
  - III. The insurance provided herein is primary and no insurance held or owned by any additional insured shall be called upon to contribute to a loss; and
  - IV. Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days prior written notice given to Sonoma County SELPA
- 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 and \$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 and/or to the LEA and the Member District(s) regarding services arising out of this Master Contract or its performance. The LEA and the Member District(s) shall work with the CONTRACTOR to select legal representation, with the final determination regarding legal representation to be made by the LEA and the Member District(s). The LEA and the Member District(s) will use best efforts to select legal representation approved by CONTRACTOR's 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 thereof, 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-principal, 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; EXHIBIT R**

CONTRACTOR shall not assign or enter into subcontracts for any of the services contemplated, including transportation, under this Contract without first obtaining written approval from SELPA (EXHIBIT R). Such subcontract(s) or assignment(s) and approval(s) shall be attached and made part of this 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 ten (10) 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 without limitation 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.

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 special education and/or related services (including transition services) to each student 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, 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 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 an 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 9 through 12 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 an 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 passing 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 the number of pupils loaded to a class shall not exceed twelve (12) pupils for grades K – 5, and fourteen (14) pupils for grades 6 – 13. CONTRACTOR shall provide written notice to each LEA with students enrolled in a class for grades K-5 that exceeds twelve (12) pupils.

If CONTRACTOR provides special education for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, CONTRACTOR shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code § 56440 et seq.

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 CDE 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; EXHIBIT K**

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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day, Juneteenth. 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; EXHIBITS A-G & J-R**

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 CDE 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 described as described in Education Codes sections 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”), the Alternative English Language Proficiency Assessments for California (“Alternative 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; **or at sole discretion of the LEA, the LEA will administer the tests.**

## **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; EXHIBIT O & L**

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 IEP 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 (EXHIBIT L). CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of 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 school day. 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. The SELPA Behavioral Emergency Report (EXHIBIT L) is to be completed by CONTRACTOR the same day of the use of an emergency intervention with a student with exceptional needs or if serious property damage is caused by a student with exceptional needs. The LEA must be faxed and/or e-mailed a copy of the Behavioral Emergency Report no later than the end of the day that the emergency intervention was used or if serious property damage occurs. CONTRACTOR shall notify Parent within twenty-four (24) hours.

If the student's IEP does not contain a BIP an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment (Exhibit O), and to determine an interim plan. CONTRACTOR shall notify the LEA of the need to schedule an IEP meeting within two (2) days.

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. If a Behavioral Emergency Report was written regarding a student with exceptional needs who did have a behavioral intervention plan then CONTRACTOR shall notify the LEA Administrator so that the incident is referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall **not** do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by the state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE; EXHIBIT M**

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 Code 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.

CONTRACTOR shall notify LEA within five (5) days and provide all related written documentation each time a pupil is suspended, including the reason for said suspension on SELPA Suspension & Expulsion Data Collection Form (EXHIBIT M).

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. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

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

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the 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).) The notice shall be provided at least ten (10) days prior to the meeting except as otherwise permitted by law. At least twenty (20) days before any IEP/ITP meeting, CONTRACTOR shall notify LEA if the pupil's parent/guardian requires a translator.

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, 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. (If any compensation is requested for CONTRACTOR's Staff this shall be determined by an Agreement between CONTRACTOR and LEA). 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 written 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. CONTRACTOR shall work with and notify LEA within 24 hours of any written parent complaint.



### **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. Or as required by a Pupil's IEP. 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. Or as required by a pupils IEP.

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 make available 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 and CONTRACTOR agree that the CONTRACTOR will perform additional assessments. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA and CONTRACTOR with a mutual agreement.

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; EXHIBIT N**

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 LEA for evaluation of progress toward completion of diploma, or alternate process requirements as specified in LEA Procedures (EXHIBIT N). CONTRACTOR shall submit to the LEA names of students and the LEA for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE; EXHIBIT P**

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 (EXHIBIT P). 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.

When the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.), CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing within-five (5) business days.

When CONTRACTOR becomes aware that a pupil placed into an LCI by another governmental agency and attending its NPS has changed residency, CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing with five (5) business days on LEA approved forms.

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 parent/guardian withdrawal of student 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, when applicable 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. When requested 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 emergencies. 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 nonpublic, NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth 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 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq.; and 49550 et seq. LEA is responsible for assuring meals are provided in NPS. The LEA will either provide the meal or pay the NPS for the provision of meals. The LEA and CONTRACTOR shall negotiate the meal reimbursement rate.

## **43. MONITORING**

When CONTRACTOR is an 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 towards 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. A copy of the report will be given to the NPS.

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). Upon requests, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2 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(r), 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)).

In accordance with California Education Code section 56366.1(a)(5) 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 maintain, and provide the LEA upon request, documentation of its administrator's qualification in accordance with the above.

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 & OTHER DOCUMENTS; EXHIBIT C**

CONTRACTOR shall submit to LEA a staff list (EXHIBIT C), 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 notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. 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 thirty (30) 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 forty-five (45) 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. and, 49406, 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 49422 et seq. 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) provide 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 storing medications in a secure

location and ensuring 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 serious 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 AND GENDER IDENTITY 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; EXHIBITS E, F, G & J**

CONTRACTOR shall assure that the nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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 (EXHIBIT E or G), each related service, and services provided by instructional assistants, behavior intervention aides and bus aides (EXHIBIT F). The copies of attendance registers/service records and Invoice payment demand shall be submitted to LEA within thirty (30) days after the end of each attendance calendar month in which services are rendered, except in November, December, March, June, when attendance registers must be faxed or scanned and emailed to the LEA on the last school day of the month. 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 (EXHIBIT J) 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.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of LEA's receipt of payment demand except when approval is denied and LEA exercises its right to withhold. Should the LEA or SCOE fail to comply, the nonpublic nonsectarian school or nonpublic agency may require the LEA, or county office to pay an additional amount of 1 1/2 percent of the unpaid balance per month until full payment is made.

In no case shall initial payment claim submission for any Master Contract fiscal year (August-July) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (August-July) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-

month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES; EXHIBIT Q**

### **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, or a make-up schedule as outlined in Section 6, paragraph three of this contract. 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 forty-five (45) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### **NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

### **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is

granted by LEA. No more than three of the 8 cumulative absences shall be unexcused. Reimbursements for Related Services cannot be claimed except in the case of a Bundled tuition rate.

- b) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
- c) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.

#### **Excused Absence Method (Continued)**

- d) Only the individuals listed below may verify the reason for absence:
  - (1) School or public health nurse
  - (2) Physician
  - (3) Principal
  - (4) Teacher
  - (5) School employee assigned to make such verification
  - (6) Student eighteen years of age or over
  - (7) Parent
- e) Any reasonable method which established the reason for the absence may be used:
  - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
  - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- f) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

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.

For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within forty-five (45) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (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 an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code sections 41422 and 46392:

- 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) In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR's school closure. If the LEA is unable to obtain alternative placement CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9).
- c) LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S 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; EXHIBIT A**

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 set forth in paragraph 23, above, and 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.

## CONTRACT SIGNATURE PAGE:

### 64. EXECUTION OF CONTRACT

During the term of this Contract, CONTRACTOR shall provide special education and DIS in accordance with Individual Service Agreements (**EXHIBIT B**) executed by CONTRACTOR and SELPA Member Districts at the rate shown on the attached rate sheet ( **EXHIBIT A**).

Daily Program Rates for pupils whose individual education program (IEP) authorizes less than a full instructional day shall be reduced proportionately (pupil's instructional day in minutes/minutes in full instructional day) x Daily Program Rate as shown on the attached **Rate Schedule Exhibit A**, unless otherwise specified in ISA.

This Contract includes the attached General Provisions, **Exhibits A – R**, and any ISAs executed by CONTRACTOR and SELPA Member Districts. No payment shall be due under this Contract for special education or DIS provided to any pupil unless and until a SELPA member district and CONTRACTOR execute an ISA for such pupil.

Date: 6/18/24

Signature: 

Aimee Alling

**Big Sur Charter School  
School Director**

304 Foam Street  
Monterey, CA 93940  
831-324-4573

Date: 7/7/2024

Signature: 

Jennifer D'Attilio

**Central Coast Language and Learning  
Director Speech and Language Services**

24600 Silver Cloud Court, Suite 104  
Monterey, CA 93940  
832-645-7900

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### Contract Submittal Requirements

- 1.) Please sign and return original contract with the following documents by : **Enter date**
- 2) Description of any changes to the crisis intervention training, including restraint procedures, or a statement that they have not changed (Section 30).
- 3) EXHIBIT C, Current Staff List with annual training data.
- 4) EXHIBIT A, rate schedule, with initials.

**Return contract with original signature and above documents to:**

---

Aimee Alling  
Big Sur Charter School, Director  
304 Foam Street  
Monterey, CA 93940



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

LEA: **Big Sur Charter School**

Contract Year: **2024-2025**

Nonpublic School:

Nonpublic Agency: **Pediatric Therapy Associates**

**Type of Contract:**

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

## TABLE OF CONTENTS

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

38. STUDENT CHANGE OF RESIDENCE; EXHIBIT P .....	26-27
39. WITHDRAWAL OF STUDENT FROM PROGRAM .....	27

40. PARENT ACCESS .....	27
41. LICENSED CHILDREN’S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS .....	
<b>27-28</b>	
42. STATE MEAL MANDATE .....	28
43. MONITORING .....	28-29

#### **IV. PERSONNEL**

44. CLEARANCE REQUIREMENTS .....	29-30
45. STAFF QUALIFICATIONS .....	30
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS; EXHIBIT C .....	31
47. STAFF ABSENCE .....	31
48. STAFF PROFESSIONAL BEHAVIOR .....	31-32

#### **V. HEALTH AND SAFETY MANDATES**

49. HEALTH AND SAFETY .....	32
50. FACILITIES AND FACILITIES MODIFICATIONS .....	32
51. ADMINISTRATION OF MEDICATION .....	
<b>32-33</b>	
52. INCIDENT/ACCIDENT REPORTING .....	33
53. CHILD ABUSE REPORTING .....	33
54. SEXUAL & GENDER IDENTITY HARASSMENT .....	33
55. REPORTING OF MISSING CHILDREN .....	
<b>33</b>	

#### **VI. FINANCIAL**

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES EXHIBITS E, F, G and J .....	33-33
57. RIGHT TO WITHHOLD PAYMENT .....	35-36
58. PAYMENT FROM OUTSIDE AGENCIES .....	36
59. PAYMENT FOR ABSENCES .....	36-38
60. LEA, NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY .....	38
61. INSPECTION AND AUDIT .....	38-39
62. RATE SCHEDULE .....	39
63. DEBARMENT CERTIFICATION .....	40
64. EXECUTION OF CONTRACT; EXHIBITS A, B, & C .....	41

### **Description of EXHIBITS**

**EXHIBIT B** – Individual Service Agreement Form ISA (26. Data Reporting, 6. Independent Service Agreement)

**EXHIBIT C** – Staff List - Statement of Certifications, Credentials, Licenses, and Clearances (26.Data Reporting, 47.Verification of Licenses, Credentials and Other Documents)

## **Local Education Agency:**

Big Sur Charter

**Nonpublic Agency:** Pediatric Therapy Associates

## **MASTER CONTRACT**

### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### **1. MASTER CONTRACT**

This Master Contract (or “*Contract*”) is entered into on August 1, 2024, between **Big Sur Charter**, and **Tucci Learning Solutions** (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 the 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 Service Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. 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 fifteen (15) 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 the development of the ISA and invoices.

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.

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall first be brought to the attention of the other party in writing, pursuant to the notice provision of this Contract, in an attempt to resolve the dispute at the lowest level. Education Code § 56366, subdivision (c), shall govern the resolution of fee disputes for pupils enrolled in a NPS or NPA prior to execution of the Master Contract or ISA. For up to ninety (90) days the LEA is permitted to issue a warrant based upon an attendance report at the previously agreed upon per diem rate. If the Master Contract or ISA has not been finalized within sixty (60) days, “either party may appeal” to the State Superintendent of Public Instruction pursuant to the provisions of the California Education Code § 56366(b).

In addition to any other remedies available by law or under this Contract, SELPA and SELPA Member Districts may withhold further payment if CONTRACTOR fails to timely submit supporting documents (e.g., EXHIBITS C, H, NPS/A certification, proof of insurance and related endorsements, and subcontractor and subcontractor's proof of insurance) required under this Contract.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

## **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 room and board 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 August 1, 2024 to July 31, 2025 (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 July 31, 2025. In the event the contract negotiations are not agreed to by July 31, 2025, 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 SERVICE AGREEMENT; EXHIBIT B (“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. LEA shall provide to CONTRACTOR an ISA within 15 days of an executed IEP for services, **except** as provided in EXHIBIT P, which requires the LEA to develop an ISA for services within 5 days.

Any written agreement between the parent and LEA which alters the current individual service agreement (ISA) that outlines each pupil’s educational instruction or services provided by the CONTRACTOR shall be mutually agreed by the NPS/A and the LEA. A new ISA shall be negotiated and developed to reflect changes for the provision of services for which the CONTRACTOR is responsible resulting from a written agreement between the parent and the LEA.

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 ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any subsequent compensatory service hours agreed upon in a current ISA but not provided to a student as a result of CONTRACTOR’s lack of provision of services, excluding service hours missed due to properly documented student absence or student refusal of services. When missed services are made up, CONTRACTOR shall submit a properly prepared invoice to LEA to bill for the provision of those services for which the LEA withheld prorated payment. LEA shall compensate CONTRACTOR for approved compensatory service hours at the rates specified by the current contract, unless bill for previously and in accordance with the provision in Section 56.

If DIS is not so provided due to the absence of CONTRACTOR’S Personnel, make up sessions shall be provided within forty-five (45) days of the missed session. If CONTRACTOR does not provide all make-up services within forty-five (45) days of the missed session(s), by the fiftieth (50) day, CONTRACTOR must submit a schedule, to provide the make-up services on or before the 60<sup>th</sup> day of the missed sessions(s), or as otherwise agreed to in writing by LEA. Make up services shall occur on, or before the last school day of the year, whichever is earlier.

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. **SELPA Member LEA’s** (Alexander Valley Union SD, Bellevue Union SD, Bennett Valley Union SD, CA Virtual Academy, Cinnabar SD, Cloverdale Unified SD, Cotati-Rohnert Park Unified SD, Dunham SD, Forestville Union SD, Fort Ross SD, Geyserville Unified SD, Gravenstein Union SD, Guerneville SD, Harmony Union SD, Healdsburg Unified SD, Horicon SD, Kashia SD (c/o SCOE), Kenwood SD, Liberty SD, Mark West Union SD, Monte Rio Union SD, Montgomery SD, North County Consortium, Oak Grove Union SD, Old Adobe Union SD, Pathways Charter, Petaluma City SD, Petaluma Joint Union HSD, Piner-Olivet Union SD, Rincon Valley Union SD, Roseland SD, Santa Rosa City Elementary SD, Santa Rosa City High SD, Sonoma County Office of Education Special Education, Sonoma County Office of Education Court & Community School, South County Consortium, Sebastopol Union SD, Sebastopol Independent Charter, Sonoma Valley Unified, Twin Hills SD, Two Rock Union SD, Waugh SD, West County Consortium, West Side Union SD, West Sonoma County Union HSD, Wilmar Union SD, Windsor Unified SD, Wright SD)
- 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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(1).

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 emailed via secure server, 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS; EXHIBIT D**

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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. 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 the following access to student records, (a) the student’s parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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. Within ten (10) days of a pupil’s transfer out of CONTRACTOR’s school or agency, CONTRACTOR shall forward all pupil records to the pupil’s district of residence or new NPS, as the case may be; for SCOE students, CONTRACTOR shall also send to SCOE Special Education NPS Program, students’ final transcript and SCOE “Exit Form” (EXHIBIT D) within (5) 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. Both parties shall meet to negotiate any amendments or modifications to the Master Contract if the LEA proposed amendment or modification would reasonably result in increased operational expense for the CONTRACTOR.

## **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, CONTRACTOR'S 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 \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate.

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such

coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge **using the following language:**

- I. The following are each named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects each additional insured and each of their governing boards, officers, agents and employees against liability for bodily injuries, deaths, or property damage or destruction in the performance of the Contract: Sonoma County Superintendent of Schools, Sonoma County Board of Education, Sonoma County SELPA, and the SELPA Member Districts identified in the Sonoma County Special Education Local Planning Area Master Contract for Nonpublic, Nonsectarian School/Agency Services;
  - II. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage herein shall apply, up to the stated limit, as though separate policies have been issued to each insured;
  - III. The insurance provided herein is primary and no insurance held or owned by any additional insured shall be called upon to contribute to a loss; and
  - IV. Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days prior written notice given to Sonoma County SELPA
- 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 and \$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 and/or to the LEA and the Member District(s) regarding services

arising out of this Master Contract or its performance. The LEA and the Member District(s) shall work with the CONTRACTOR to select legal representation, with the final determination regarding legal representation to be made by the LEA and the Member District(s). The LEA and the Member District(s) will use best efforts to select legal representation approved by CONTRACTOR's 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 thereof, 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-principal, 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; EXHIBIT R**

CONTRACTOR shall not assign or enter into subcontracts for any of the services contemplated, including transportation, under this Contract without first obtaining written approval from SELPA (EXHIBIT R). Such subcontract(s) or assignment(s) and approval(s) shall be attached and made part of this 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 ten (10) 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 without limitation 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.

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 special education and/or related services (including transition services) to each student 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, 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 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 an 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 9 through 12 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 an 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 passing 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 the number of pupils loaded to a class shall not exceed twelve (12) pupils for grades K – 5, and fourteen (14) pupils for grades 6 – 13. CONTRACTOR shall provide written notice to each LEA with students enrolled in a class for grades K-5 that exceeds twelve (12) pupils.

If CONTRACTOR provides special education for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, CONTRACTOR shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code § 56440 et seq.

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 CDE 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; EXHIBIT K**

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 student's' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day, Juneteenth. 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; EXHIBITS A-G & J-R**

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 CDE 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 described as described in Education Codes sections 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”), the Alternative English Language Proficiency Assessments for California (“Alternative 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; **or at sole discretion of the LEA, the LEA will administer the tests.**

## **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; EXHIBIT O & L**

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 IEP 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 (EXHIBIT L). CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of 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 school day. 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. The SELPA Behavioral Emergency Report (EXHIBIT L) is to be completed by CONTRACTOR the same day of the use of an emergency intervention with a student with exceptional needs or if serious property damage is caused by a student with exceptional needs. The LEA must be faxed and/or e-mailed a copy of the Behavioral Emergency Report no later than the end of the day that the emergency intervention was used or if serious property damage occurs. CONTRACTOR shall notify Parent within twenty-four (24) hours.

If the student's IEP does not contain a BIP an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment (Exhibit O), and to determine an interim plan. CONTRACTOR shall notify the LEA of the need to schedule an IEP meeting within two (2) days.

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. If a Behavioral Emergency Report was written regarding a student with exceptional needs who did have a behavioral intervention plan then CONTRACTOR shall notify the LEA Administrator so that the incident is referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall **not** do any

of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by the state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE; EXHIBIT M**

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 Code 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.

CONTRACTOR shall notify LEA within five (5) days and provide all related written documentation each time a pupil is suspended, including the reason for said suspension on SELPA Suspension & Expulsion Data Collection Form (EXHIBIT M).

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. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

## **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the 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).) The notice shall be provided at least ten (10) days prior to the meeting except as otherwise permitted by law. At least twenty (20) days before any IEP/ITP meeting, CONTRACTOR shall notify LEA if the pupil's parent/guardian requires a translator.

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, 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. (If any compensation is requested for CONTRACTOR's Staff this shall be determined by an Agreement between CONTRACTOR and LEA). 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 written 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. CONTRACTOR shall work with and notify LEA within 24 hours of any written parent complaint.

### **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. Or as required by a Pupil's IEP. 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. Or as required by a pupils IEP.

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 make available 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 and CONTRACTOR agree that the CONTRACTOR will perform additional assessments. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA and CONTRACTOR with a mutual agreement.

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; EXHIBIT N**

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 LEA for evaluation of progress toward completion of diploma, or alternate process requirements as specified in LEA Procedures (EXHIBIT N). CONTRACTOR shall submit to the LEA names of students and the LEA for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE; EXHIBIT P**

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 (EXHIBIT P). 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.

When the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.), CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing within-five (5) business days.

When CONTRACTOR becomes aware that a pupil placed into an LCI by another governmental agency and attending its NPS has changed residency, CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing with five (5) business days on LEA approved forms.

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 parent/guardian withdrawal of student 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, when applicable 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. When requested 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 emergencies. 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 nonpublic, NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth 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 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq.; and 49550 et seq. LEA is responsible for assuring meals are provided in NPS. The LEA will either provide the meal or pay the NPS for the provision of meals. The LEA and CONTRACTOR shall negotiate the meal reimbursement rate.

## **43. MONITORING**

When CONTRACTOR is an 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 towards 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. A copy of the report will be given to the NPS.

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). Upon requests, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2 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(r), 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)).

In accordance with California Education Code section 56366.1(a)(5) 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 maintain, and provide the LEA upon request, documentation of its administrator's qualification in accordance with the above.

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 & OTHER DOCUMENTS; EXHIBIT C**

CONTRACTOR shall submit to LEA a staff list (EXHIBIT C), 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 notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. 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 thirty (30) 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 forty-five (45) 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. and, 49406, 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 49422 et seq. 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) provide 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 storing medications in a secure location and ensuring 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 serious 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 AND GENDER IDENTITY 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; EXHIBITS E, F, G & J**

CONTRACTOR shall assure that the nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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 (EXHIBIT E or G), each related service, and services provided by instructional assistants, behavior intervention aides and bus aides (EXHIBIT F). The copies of attendance registers/service records and Invoice payment demand shall be submitted to LEA within thirty (30) days after the end of each attendance calendar month in which services are rendered, except in November, December, March, June, when attendance registers must be faxed or scanned and emailed to the LEA on the last school day of the month. 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 (EXHIBIT J) 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.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of LEA's receipt of payment demand except when approval is denied and LEA exercises its right to withhold. Should the LEA or SCOE fail to comply, the nonpublic nonsectarian school or nonpublic agency may require the LEA, or county office to pay an additional amount of 1 1/2 percent of the unpaid balance per month until full payment is made.

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

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding

paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES; EXHIBIT Q**

## 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, or a make-up schedule as outlined in Section 6, paragraph three of this contract. 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 forty-five (45) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

## NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

### **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused. Reimbursements for Related Services cannot be claimed except in the case of a Bundled tuition rate.
- b) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
- c) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.

### **Excused Absence Method (Continued)**

- d) Only the individuals listed below may verify the reason for absence:
  - (1) School or public health nurse
  - (2) Physician
  - (3) Principal
  - (4) Teacher
  - (5) School employee assigned to make such verification
  - (6) Student eighteen years of age or over

(7) Parent

- e) Any reasonable method which established the reason for the absence may be used:
  - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
  - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- f) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

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.

For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within forty-five (45) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (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 an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code sections 41422 and 46392:

- 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) In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR's school closure. If the LEA is unable to obtain alternative placement CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9).
- c) LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S 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; EXHIBIT A**

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 set forth in paragraph 23, above, and 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.



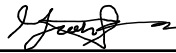
**CONTRACT SIGNATURE PAGE:**

**64. EXECUTION OF CONTRACT**

During the term of this Contract, CONTRACTOR shall provide special education and DIS in accordance with Individual Service Agreements (**EXHIBIT B**) executed by CONTRACTOR and SELPA Member Districts at the rate shown on the attached rate sheet ( **EXHIBIT A**).

Daily Program Rates for pupils whose individual education program (IEP) authorizes less than a full instructional day shall be reduced proportionately (pupil's instructional day in minutes/minutes in full instructional day) x Daily Program Rate as shown on the attached **Rate Schedule Exhibit A**, unless otherwise specified in ISA.

This Contract includes the attached General Provisions, **Exhibits A – R**, and any ISAs executed by CONTRACTOR and SELPA Member Districts. No payment shall be due under this Contract for special education or DIS provided to any pupil unless and until a SELPA member district and CONTRACTOR execute an ISA for such pupil.

Date:	Date:	9/6/2024
Signature:	Signature:	
Aimee Alling	Gian Soller	
304 Foam Street	14772 Pipeline Ave Ste A	
Monterey, CA 93940	Chino Hills CA 91709	
831-324-4573	909-606-0886	

**Contract Submittal Requirements**

- 1.) Please sign and return original contract with the following documents by : **July 20, 2024**
- 2) Description of any changes to the crisis intervention training, including restraint procedures, or a statement that they have not changed (Section 30).
- 3) EXHIBIT C, Current Staff List with annual training data.
- 4) EXHIBIT A, rate schedule, with initials.

**Return contract with original signature and above documents to:**

Aimee Alling  
Big Sur Charter School, Director  
304 Foam Street  
Monterey, CA 93940

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

**LEA: Big Sur Charter School**

Contract Year: 2024-2025

Nonpublic School:

Nonpublic Agency: Tucci Learning Solutions

**Type of Contract:**

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

## TABLE OF CONTENTS

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

38. STUDENT CHANGE OF RESIDENCE; EXHIBIT P .....	26-27
39. WITHDRAWAL OF STUDENT FROM PROGRAM .....	27

40. PARENT ACCESS .....	27
41. LICENSED CHILDREN’S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS .....	
<b>27-28</b>	
42. STATE MEAL MANDATE .....	28
43. MONITORING .....	28-29

#### **IV. PERSONNEL**

44. CLEARANCE REQUIREMENTS .....	29-30
45. STAFF QUALIFICATIONS .....	30
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS; EXHIBIT C .....	31
47. STAFF ABSENCE .....	31
48. STAFF PROFESSIONAL BEHAVIOR .....	31-32

#### **V. HEALTH AND SAFETY MANDATES**

49. HEALTH AND SAFETY .....	32
50. FACILITIES AND FACILITIES MODIFICATIONS .....	32
51. ADMINISTRATION OF MEDICATION .....	
<b>32-33</b>	
52. INCIDENT/ACCIDENT REPORTING .....	33
53. CHILD ABUSE REPORTING .....	33
54. SEXUAL & GENDER IDENTITY HARASSMENT .....	33
55. REPORTING OF MISSING CHILDREN .....	
<b>33</b>	

#### **VI. FINANCIAL**

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES EXHIBITS E, F, G and J .....	33-33
57. RIGHT TO WITHHOLD PAYMENT .....	35-36
58. PAYMENT FROM OUTSIDE AGENCIES .....	36
59. PAYMENT FOR ABSENCES .....	36-38
60. LEA, NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY .....	38
61. INSPECTION AND AUDIT .....	38-39
62. RATE SCHEDULE .....	39
63. DEBARMENT CERTIFICATION .....	40
64. EXECUTION OF CONTRACT; EXHIBITS A, B, & C .....	41

### **Description of EXHIBITS**

**EXHIBIT B** – Individual Service Agreement Form ISA (26. Data Reporting, 6. Independent Service Agreement)

**EXHIBIT C** – Staff List - Statement of Certifications, Credentials, Licenses, and Clearances (26.Data Reporting,  
47.Verification of Licenses, Credentials and Other Documents

## **Local Education Agency:**

Big Sur Charter

## **Nonpublic Agency:**

Tucci Learning Solutions

## **MASTER CONTRACT**

### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### **1. MASTER CONTRACT**

This Master Contract (or “*Contract*”) is entered into on August 1, 2024, between **Big Sur Charter**, and **Tucci Learning Solutions** (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 the 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 Service Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. 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 fifteen (15) 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 the development of the ISA and invoices.

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.

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall first be brought to the attention of the other party in writing, pursuant to the notice provision of this Contract, in an attempt to resolve the dispute at the lowest level. Education Code § 56366, subdivision (c), shall govern the resolution of fee disputes for pupils enrolled in a NPS or NPA prior to execution of the Master Contract or ISA. For up to ninety (90) days the LEA is permitted to issue a warrant based upon an attendance report at the previously agreed upon per diem rate. If the Master Contract or ISA has not been finalized within sixty (60) days, “either party may appeal” to the State Superintendent of Public Instruction pursuant to the provisions of the California Education Code § 56366(b).

In addition to any other remedies available by law or under this Contract, SELPA and SELPA Member Districts may withhold further payment if CONTRACTOR fails to timely submit supporting documents (e.g., EXHIBITS C, H, NPS/A certification, proof of insurance and related endorsements, and subcontractor and subcontractor's proof of insurance) required under this Contract.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

## **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 room and board 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 August 1, 2024 to July 31, 2025 (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 July 31, 2025. In the event the contract negotiations are not agreed to by July 31, 2025, 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 SERVICE AGREEMENT; EXHIBIT B (“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. LEA shall provide to CONTRACTOR an ISA within 15 days of an executed IEP for services, **except** as provided in EXHIBIT P, which requires the LEA to develop an ISA for services within 5 days.

Any written agreement between the parent and LEA which alters the current individual service agreement (ISA) that outlines each pupil’s educational instruction or services provided by the CONTRACTOR shall be mutually agreed by the NPS/A and the LEA. A new ISA shall be negotiated and developed to reflect changes for the provision of services for which the CONTRACTOR is responsible resulting from a written agreement between the parent and the LEA.

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 ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any subsequent compensatory service hours agreed upon in a current ISA but not provided to a student as a result of CONTRACTOR’s lack of provision of services, excluding service hours missed due to properly documented student absence or student refusal of services. When missed services are made up, CONTRACTOR shall submit a properly prepared invoice to LEA to bill for the provision of those services for which the LEA withheld prorated payment. LEA shall compensate CONTRACTOR for approved compensatory service hours at the rates specified by the current contract, unless bill for previously and in accordance with the provision in Section 56.

If DIS is not so provided due to the absence of CONTRACTOR’S Personnel, make up sessions shall be provided within forty-five (45) days of the missed session. If CONTRACTOR does not provide all make-up services within forty-five (45) days of the missed session(s), by the fiftieth (50) day, CONTRACTOR must submit a schedule, to provide the make-up services on or before the 60<sup>th</sup> day of the missed sessions(s), or as otherwise agreed to in writing by LEA. Make up services shall occur on, or before the last school day of the year, whichever is earlier.

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. **SELPA Member LEA’s** (Alexander Valley Union SD, Bellevue Union SD, Bennett Valley Union SD, CA Virtual Academy, Cinnabar SD, Cloverdale Unified SD, Cotati-Rohnert Park Unified SD, Dunham SD, Forestville Union SD, Fort Ross SD, Geyserville Unified SD, Gravenstein Union SD, Guerneville SD, Harmony Union SD, Healdsburg Unified SD, Horicon SD, Kashia SD (c/o SCOE), Kenwood SD, Liberty SD, Mark West Union SD, Monte Rio Union SD, Montgomery SD, North County Consortium, Oak Grove Union SD, Old Adobe Union SD, Pathways Charter, Petaluma City SD, Petaluma Joint Union HSD, Piner-Olivet Union SD, Rincon Valley Union SD, Roseland SD, Santa Rosa City Elementary SD, Santa Rosa City High SD, Sonoma County Office of Education Special Education, Sonoma County Office of Education Court & Community School, South County Consortium, Sebastopol Union SD, Sebastopol Independent Charter, Sonoma Valley Unified, Twin Hills SD, Two Rock Union SD, Waugh SD, West County Consortium, West Side Union SD, West Sonoma County Union HSD, Wilmar Union SD, Windsor Unified SD, Wright SD)
- 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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(1).

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 emailed via secure server, 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS; EXHIBIT D**

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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. 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 the following access to student records, (a) the student’s parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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. Within ten (10) days of a pupil’s transfer out of CONTRACTOR’s school or agency, CONTRACTOR shall forward all pupil records to the pupil’s district of residence or new NPS, as the case may be; for SCOE students, CONTRACTOR shall also send to SCOE Special Education NPS Program, students’ final transcript and SCOE “Exit Form” (EXHIBIT D) within (5) 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. Both parties shall meet to negotiate any amendments or modifications to the Master Contract if the LEA proposed amendment or modification would reasonably result in increased operational expense for the CONTRACTOR.

## **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, CONTRACTOR'S 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 \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate.

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such

coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge **using the following language:**

- I. The following are each named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects each additional insured and each of their governing boards, officers, agents and employees against liability for bodily injuries, deaths, or property damage or destruction in the performance of the Contract: Sonoma County Superintendent of Schools, Sonoma County Board of Education, Sonoma County SELPA, and the SELPA Member Districts identified in the Sonoma County Special Education Local Planning Area Master Contract for Nonpublic, Nonsectarian School/Agency Services;
  - II. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage herein shall apply, up to the stated limit, as though separate policies have been issued to each insured;
  - III. The insurance provided herein is primary and no insurance held or owned by any additional insured shall be called upon to contribute to a loss; and
  - IV. Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days prior written notice given to Sonoma County SELPA
- 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 and \$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 and/or to the LEA and the Member District(s) regarding services

arising out of this Master Contract or its performance. The LEA and the Member District(s) shall work with the CONTRACTOR to select legal representation, with the final determination regarding legal representation to be made by the LEA and the Member District(s). The LEA and the Member District(s) will use best efforts to select legal representation approved by CONTRACTOR's 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 thereof, 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-principal, 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; EXHIBIT R**

CONTRACTOR shall not assign or enter into subcontracts for any of the services contemplated, including transportation, under this Contract without first obtaining written approval from SELPA (EXHIBIT R). Such subcontract(s) or assignment(s) and approval(s) shall be attached and made part of this 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 ten (10) 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 without limitation 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.

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 special education and/or related services (including transition services) to each student 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, 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 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 an 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 9 through 12 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 an 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 passing 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 the number of pupils loaded to a class shall not exceed twelve (12) pupils for grades K – 5, and fourteen (14) pupils for grades 6 – 13. CONTRACTOR shall provide written notice to each LEA with students enrolled in a class for grades K-5 that exceeds twelve (12) pupils.

If CONTRACTOR provides special education for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, CONTRACTOR shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code § 56440 et seq.

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 CDE 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; EXHIBIT K**

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 student's' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day, Juneteenth. 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; EXHIBITS A-G & J-R**

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 CDE 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 described as described in Education Codes sections 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”), the Alternative English Language Proficiency Assessments for California (“Alternative 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; **or at sole discretion of the LEA, the LEA will administer the tests.**

## **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; EXHIBIT O & L**

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 IEP 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 (EXHIBIT L). CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of 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 school day. 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. The SELPA Behavioral Emergency Report (EXHIBIT L) is to be completed by CONTRACTOR the same day of the use of an emergency intervention with a student with exceptional needs or if serious property damage is caused by a student with exceptional needs. The LEA must be faxed and/or e-mailed a copy of the Behavioral Emergency Report no later than the end of the day that the emergency intervention was used or if serious property damage occurs. CONTRACTOR shall notify Parent within twenty-four (24) hours.

If the student's IEP does not contain a BIP an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment (Exhibit O), and to determine an interim plan. CONTRACTOR shall notify the LEA of the need to schedule an IEP meeting within two (2) days.

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. If a Behavioral Emergency Report was written regarding a student with exceptional needs who did have a behavioral intervention plan then CONTRACTOR shall notify the LEA Administrator so that the incident is referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall **not** do any

of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by the state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE; EXHIBIT M**

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 Code 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.

CONTRACTOR shall notify LEA within five (5) days and provide all related written documentation each time a pupil is suspended, including the reason for said suspension on SELPA Suspension & Expulsion Data Collection Form (EXHIBIT M).

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. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

## **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the 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).) The notice shall be provided at least ten (10) days prior to the meeting except as otherwise permitted by law. At least twenty (20) days before any IEP/ITP meeting, CONTRACTOR shall notify LEA if the pupil's parent/guardian requires a translator.

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, 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. (If any compensation is requested for CONTRACTOR's Staff this shall be determined by an Agreement between CONTRACTOR and LEA). 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 written 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. CONTRACTOR shall work with and notify LEA within 24 hours of any written parent complaint.

### **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. Or as required by a Pupil's IEP. 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. Or as required by a pupils IEP.

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 make available 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 and CONTRACTOR agree that the CONTRACTOR will perform additional assessments. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA and CONTRACTOR with a mutual agreement.

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; EXHIBIT N**

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 LEA for evaluation of progress toward completion of diploma, or alternate process requirements as specified in LEA Procedures (EXHIBIT N). CONTRACTOR shall submit to the LEA names of students and the LEA for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE; EXHIBIT P**

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 (EXHIBIT P). 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.

When the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.), CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing within-five (5) business days.

When CONTRACTOR becomes aware that a pupil placed into an LCI by another governmental agency and attending its NPS has changed residency, CONTRACTOR shall verbally notify LEA immediately (within 24 hours) and shall confirm the same in writing with five (5) business days on LEA approved forms.

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 parent/guardian withdrawal of student 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, when applicable 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. When requested 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 emergencies. 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 nonpublic, NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth 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 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq.; and 49550 et seq. LEA is responsible for assuring meals are provided in NPS. The LEA will either provide the meal or pay the NPS for the provision of meals. The LEA and CONTRACTOR shall negotiate the meal reimbursement rate.

## **43. MONITORING**

When CONTRACTOR is an 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 towards 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. A copy of the report will be given to the NPS.

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). Upon requests, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2 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(r), 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)).

In accordance with California Education Code section 56366.1(a)(5) 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 maintain, and provide the LEA upon request, documentation of its administrator's qualification in accordance with the above.

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 & OTHER DOCUMENTS; EXHIBIT C**

CONTRACTOR shall submit to LEA a staff list (EXHIBIT C), 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 notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. 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 thirty (30) 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 forty-five (45) 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. and, 49406, 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 49422 et seq. 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) provide 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 storing medications in a secure location and ensuring 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 serious 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 AND GENDER IDENTITY 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; EXHIBITS E, F, G & J**

CONTRACTOR shall assure that the nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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 (EXHIBIT E or G), each related service, and services provided by instructional assistants, behavior intervention aides and bus aides (EXHIBIT F). The copies of attendance registers/service records and Invoice payment demand shall be submitted to LEA within thirty (30) days after the end of each attendance calendar month in which services are rendered, except in November, December, March, June, when attendance registers must be faxed or scanned and emailed to the LEA on the last school day of the month. 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 (EXHIBIT J) 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.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of LEA's receipt of payment demand except when approval is denied and LEA exercises its right to withhold. Should the LEA or SCOE fail to comply, the nonpublic nonsectarian school or nonpublic agency may require the LEA, or county office to pay an additional amount of 1 1/2 percent of the unpaid balance per month until full payment is made.

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

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding

paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES; EXHIBIT Q**

## 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, or a make-up schedule as outlined in Section 6, paragraph three of this contract. 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 forty-five (45) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

## NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

### **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused. Reimbursements for Related Services cannot be claimed except in the case of a Bundled tuition rate.
- b) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
- c) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.

### **Excused Absence Method (Continued)**

- d) Only the individuals listed below may verify the reason for absence:
  - (1) School or public health nurse
  - (2) Physician
  - (3) Principal
  - (4) Teacher
  - (5) School employee assigned to make such verification
  - (6) Student eighteen years of age or over

(7) Parent

- e) Any reasonable method which established the reason for the absence may be used:
  - (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
  - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- f) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

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.

For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.

#### **NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within forty-five (45) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (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 an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code sections 41422 and 46392:

- 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) In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR's school closure. If the LEA is unable to obtain alternative placement CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9).
- c) LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S 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; EXHIBIT A**

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 set forth in paragraph 23, above, and 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.

## CONTRACT SIGNATURE PAGE:

### 64. EXECUTION OF CONTRACT

During the term of this Contract, CONTRACTOR shall provide special education and DIS in accordance with Individual Service Agreements (**EXHIBIT B**) executed by CONTRACTOR and SELPA Member Districts at the rate shown on the attached rate sheet ( **EXHIBIT A**).

Daily Program Rates for pupils whose individual education program (IEP) authorizes less than a full instructional day shall be reduced proportionately (pupil's instructional day in minutes/minutes in full instructional day) x Daily Program Rate as shown on the attached **Rate Schedule Exhibit A**, unless otherwise specified in ISA.

This Contract includes the attached General Provisions, **Exhibits A – R**, and any ISAs executed by CONTRACTOR and SELPA Member Districts. No payment shall be due under this Contract for special education or DIS provided to any pupil unless and until a SELPA member district and CONTRACTOR execute an ISA for such pupil.

Date: 7/16/2024

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Aimee Alling  
304 Foam Street  
Monterey, CA 93940  
831-324-4573

Claire Rodrock  
3180 Imjin Rd. Suite 149  
Seaside, CA 93955  
831-786-0600

### Contract Submittal Requirements

- 1.) Please sign and return original contract with the following documents by : **July 15th, 2024**
- 2) Description of any changes to the crisis intervention training, including restraint procedures, or a statement that they have not changed (Section 30).
- 3) EXHIBIT C, Current Staff List with annual training data.
- 4) EXHIBIT A, rate schedule, with initials.

**Return contract with original signature and above documents to:**

Aimee Alling  
Big Sur Charter School, Director  
304 Foam Street  
Monterey, CA 93940



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## TinyEYE Service Agreement

This Service Agreement (this "**Agreement**") along with its accompanying addenda is entered into as of this Effective Date: **May 24, 2024**

**BETWEEN:**  
(the "**Service Provider**")

**TinyEYE Technologies Corporation** of  
109-15 Innovation Boulevard, Saskatoon, SK S7N 2X8

**And**  
(the "**Customer**")

**Big Sur Charter School** of  
304 Foam Street, Monterey, CA, US, 93940

### **BACKGROUND:**

The Parties to this Agreement are the Service Provider and the Customer.

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide the Services (as hereinafter defined) to the Customer.

The Service Provider is agreeable to providing the Services, outlined in the Services Provided clause, to the Customer on the terms and conditions set out in this Agreement.

**Now, therefore, IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "**Services**") from credentialed professionals including, but not limited to, speech-language pathologists, occupational therapists, psychologists, social workers, and counselors. These Services shall, unless otherwise agreed to by the parties, include those Services described in **Schedule "B"** attached hereto or any other future Addenda. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.
2. The Service Provider will provide a license (which shall consist of a username and password) to the TinyEYE Therapy Software to all students and support staff that are encompassed by this Agreement. All such licences shall be deemed to be immediately revoked upon the expiration or termination of this Agreement.
3. The Service Provider follows best practices in data privacy and data security, meeting or exceeding federal and regional guidelines.



**Participant Requirements**

4. Each participating location must also meet the following requirements:

- Internet, Computer & Software as per **Schedule "A" - Technical Requirements**
- A minimum of one (1) designated contact person per school (each, a "**Contact Person**") for communicating with the students:
  - Each Contact Person will also receive some guidance from the Service Provider for supporting the students' development.
  - Each Contact Person will also be generally available to help the students log in to their virtual backpack outside of the therapy sessions.
- The criteria for becoming a TinyEYE therapy student shall include:
  - The parties acknowledge and agree that all referrals might not qualify for therapy. Children will be seen when the Service Provider has received (i) a referral request, (ii) background information. The Service Provider will provide templates for these forms.
- Customer Acknowledgements Regarding Student/Parent Consent
  - The Customer confirms that it has obtained consent from all students/parents for the services to be provided by the Service Provider. The Customer represents and confirms that any student/parent receiving services hereunder, as applicable, has been informed that Service Provider will deliver services virtually and that the student/parent does not object to virtual services and that as part of the services provided, sessions may be recorded by the Service Provider. The Customer agrees to the collection, processing, and generation of data by the Service Provider. The data may be shared among other similar professional contractors to the Service Providers that are bound by confidentiality agreements and are able to contribute to the outcome of the services provided. Data may also be shared with confidentiality-bound employees of the Service Provider, with the Customer at its request, or be used for research purposes without any identifiable information of the participants of the sessions. Data includes all information collected as part of the service delivery. This could encompass, but not be limited to: Personal Data, Service Usage Data, Session Content, Technical Data, Session Recordings, Performance Data.
  - The Service Provider will anonymize data for analyses and insights, removing or encrypting identifiers to prevent individual identification, and carefully evaluate and verify outputs.
  - This clause is adaptable to future technological changes, ensuring ongoing consent and legal compliance. Terms of use are subject to change, and are in effect at contract signing, and thereafter upon annual renewal of service engagement.
  - The Customer may revoke consent in writing specifically for the use of the student's recorded session data. Upon such revocation, the Service Provider will discontinue utilizing this data for technology consumption, while continuing other necessary data processing activities in line with legal obligations and directives.
  - The Customer acknowledges that education-related information about students and the services provided hereunder to those students may be transmitted between Customer and Service provider by electronic mail.
  - The Customer represents that it shall immediately notify the Service Provider if student/parent consent for any of the items above has been withheld or withdrawn.
  - The Customer shall defend, indemnify and hold the Service Provider, including its credentialed professionals, harmless from any and all losses, damages, and/or claims that the Service Provider, including its credentialed professionals, may incur as a result of the Customer's failure



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in obtaining parental or student consent, or the consent being withheld or withdrawn for any of the items acknowledged above.

### **Term of Agreement**

5. The term of this Agreement will commence on the Effective Date (the date this Agreement is executed) and will be terminated as provided in this Agreement. If an End Date is specified in **Schedule B** or an **Addendum** to this Agreement, the service order will terminate on that End Date.

- If the Customer or Service Provider wishes to extend the End Date of the service order, they can do so by sending a written request by email to the other party stating the new date. If agreeable, the new date will be confirmed by email response to the suggesting party. An extension of the End Date can be instigated by either party, must be confirmed by the other party, as outlined above, and does not require any further or other amendment to this Agreement.

Additionally, the Customer and the Service Provider agree to adhere to the provisions set forth in Schedule C, which outlines critical pre-service requirements. Failure to comply with the requirements detailed in Schedule C may result in adjustments to the Service Start Date as set out in Schedule B and billing as described within Schedule C itself. The Service Start Date is the first day a Service Provider's credentialed professional begins working with the schools to review caseloads and schedule sessions.

### **Performance**

6. The parties agree to take commercially reasonable steps to ensure that the terms of this Agreement take effect.

### **Compensation**

7. In consideration for the Services rendered by the Service Provider as required by this Agreement, the Customer shall pay to the Service Provider the Total Minimum Fee of the ordered services for the agreed upon Start Date and End Date per Schedule B regardless of whether the Customer elects to utilize the full amount of ordered services. The Customer agrees to pay for the additional services provided by the Service Provider. All fees shall be prorated.

The Total Minimum Fee per Schedule B or any other future Addenda will be payable on a monthly basis while this agreement is in force. Should the Customer use services beyond their Total Minimum Fee will incur charges based on monthly usage and will be invoiced accordingly. All invoices are to be settled 15 days upon receipt of invoice, with interest charged at 15% per annum after 45 days.

If the Service Provider is not ready to start by the Start Date outlined in Schedule B, the Service Provider will apply the accrued credit of the missed time to the Customer's account. If the Customer is not ready by the Start Date outlined in Schedule B, the Service Provider is entitled to the full payment in accordance with the signed Agreement. Any delays because of the failure in meeting the following requirements will be considered the Customer's lack of readiness to start the services:





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- Customer must provide caseload information ("Caseload Spreadsheet") at least three (3) weeks before the Start Date per Schedule B. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- Customer must provide the name and contact information of each designated contact person per school ("E-Helper") at least three (3) weeks before the Start Date per Schedule B. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- Each school must meet the TECHNICAL REQUIREMENTS per Schedule A. Customer must provide the Name and contact information of each School IT at least three (3) weeks before the Start Date per Schedule B. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- Any changes to the Customer's specified Licensing Requirements per Schedule B that lead to delays in the start of Services. These requirements only indicate the licenses and credentials required beyond the legal requirements of the Customer's state.

### **Payment Terms: Automated Clearing House (ACH) (Electronic Funds Transfer)**

Payment Method: The customer agrees to remit payment for all invoices issued by the Service Provider via Electronic Funds Transfer (EFT).

Banking Details: The customer shall use the following banking information for the purpose of EFT payments:

#### Service Provider Information:

Name: TinyEYE Therapy Services

Legal Name: TinyEYE Technologies Corporation

Address: 105 – 15 Innovation Boulevard, Saskatoon, SK S7N 2X8, Canada

Mailing Address 1: 1621 Central Avenue, Cheyenne, WY 82001, USA

Mailing Address 2: PO Box 7311, Saskatoon SK, S7K 4J2, Canada

Email Address: Accounting@TinyEYE.com

#### Financial Institution Information:

Bank Name: RBC Bank (Georgia), N.A.

Bank Address: 8081 Arco Corporate Drive, Suite 400 Raleigh, NC 27617, USA

Bank Account Name: TinyEYE Technologies

Bank Account Number: 503293695

Nine-Digit Bank Routing/Transit Number (ABA): 063216608

Type of Account: Checking

Communication of Payments: The customer is responsible for communicating the relevant details of each payment, including the invoice number and any other required references, to ensure proper allocation and reconciliation.

Alternate Payment Arrangements: In exceptional circumstances where ACH is not feasible, the customer may request alternative payment arrangements in writing. Approval for such arrangements is subject to the sole discretion of the Service Provider.



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8. **Absence** - The Customer will inform the Service Provider through the TinyEYE Therapy System if (i) school is cancelled due to field trips, assemblies, funerals, or any other planned Interruption to the regular school schedule (ii) session(s) are cancelled due to student absences, Contact Person absences, parent or legal guardian absences. The Customer must provide at least 24 hours of notice to the Service Provider of such interruptions. Without 24 hours' notice, the cost of the session shall be incurred. Sessions canceled with at least 24 hours' notice will not be counted against your allocated usage.

9. **Technical Interruptions** - The Customer and the Service Provider will make every effort to ensure the therapy environment meets the required technical specifications and enough bandwidth is available for each session. Should technical issues arise, the Customer and the Service Provider will work together to resolve the technical issues to resume therapy, and schedule alternate sessions. Should the technical interruption be deemed the responsibility of the Service Provider and result in lost session time, the accrued credit will be applied to the Customer's account. Should the technical interruption be deemed the responsibility of the Customer, and result in lost session time, the Service Provider will invoice for lost session time, unless otherwise agreed in writing.

10. The Service Provider may, at its sole option:

- lend to the Customer therapy materials including, but not limited to, document cameras, occupational therapy prompts, computer hardware, or other items requested by the Customer (collectively, the "**Therapy Materials**"). Upon the expiry or termination of this Agreement, the Customer will return all such Therapy Material lent by the Service Provider (or shall pay for the actual cost of said Therapy Materials and the Service Provider will provide receipts upon request). Normal wear and tear of Therapy Materials is expected and will not be charged for; or
- sell to the Customer, for an amount equal to the actual cost, the Therapy Materials and, in such event, the Service Provider will provide receipts upon request. The purchase price for such Therapy Materials shall be payable on or before the date of the first payment of Service Fees hereunder.

11. The hourly compensation rate for all Services provided by the Service Provider as outlined in this Agreement is subject to an annual adjustment. The adjustment shall be based upon the increase in the Consumer Price Index, U.S. Department of Labor, Bureau of Labor Statistics-Group: Medical care services, Not Seasonally Adjusted. The Adjustment date will be August 1st of each year.

### Confidentiality

12. The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose whatsoever, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive 3 years upon termination of this Agreement.

13. The Customer agrees that it will not disclose, divulge, reveal, report or use, for any purpose whatsoever, any confidential information with respect to the business of the Service Provider, which the Customer has obtained, except as may be necessary or desirable to further the business interests of the Service Provider. This obligation will survive 3 years upon termination of this Agreement.

### Non-Solicitation





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14. The Customer agrees that, during the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement, the Customer will not in any way, directly or indirectly:

- Induce or attempt to induce any employee or other service provider of the Service Provider to quit employment or retainer with the Service Provider;
- Otherwise interfere with or disrupt the Service Provider's relationship with its employees or other service providers;
- Discuss employment opportunities or provide information about competitive employment to any of the Service Provider's employees or other service providers; or
- Solicit, entice, or hire away any employee or other service provider of the Service Provider.

### **Ownership of Materials, Intellectual Property**

15. All materials developed, produced, or in the process of being so under this Agreement, will be and shall remain the sole and exclusive property of the Service Provider and the Customer shall, to the extent necessary, be granted a limited revocable license to use such mentioned materials during the term of this Agreement and for the sole and exclusive purpose of giving effect to this Agreement.

16. The Customer agrees that the Service Provider shall have exclusive ownership in all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to the Service Provider's business (including, without limitation, the TinyEYE Therapy Software) and which the Consumer is licensed to use under this Agreement, or conceives of or makes for the Service Provider, during the term of this Agreement.

### **Return of Property**

17. Upon the expiry or termination of this Agreement:

- the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer; and
- the Customer will return to the Service Provider any property, documentation, records, or confidential information which is the property of the Service Provider.

### **Capacity/Independent Contractor**

18. It is expressly agreed that the Service Provider and its Agents and Contractors are acting as independent contractors not as employees in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

### **Modification of Agreement**

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Notice**





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20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be submitted by email to the parties of this Agreement.

#### **Costs and Legal Expenses**

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### **Time of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Entire Agreement**

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Limitation of Liability**

24. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

#### **Enurement**

25. This Agreement will ensure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

#### **Currency**

26. All monetary amounts referred to in this Agreement are in the currency specified in the Addenda.

#### **Titles/Headings**

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

#### **Gender**

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

29. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Saskatchewan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

31. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Force Majeure**

32. No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone/internet service, and no other Party will have a right to terminate this Agreement under in such circumstances.

Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**Termination**

33. Either party may terminate this agreement by providing written notice to the other party at least 90 days prior to the desired Termination Date.

Services will continue until the Termination Date unless otherwise agreed to by the Customer and the Service Provider. Regardless of whether or not Services continue, the Total Minimum Fee along with any overage fees will be applied during the termination period. At the end of the Terminate Date, customer will receive the final invoice for Services and pay it as outlined in the Agreement.

If the Customer refuses to pay for Services or have breached the contract in other manners the Service Provider may suspend Services until the matter is rectified.



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**Counterparts**

34. This Agreement may be executed in any number of counterparts and each is deemed to be an original and the counterparts together will constitute one agreement. A party may deliver to the other an executed counterpart by fax or other email and such transmission shall constitute valid and effective delivery.

**Finality**

35. This Agreement contains the final and entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Agreement supersedes all prior agreements and understandings, whether oral or written, in connection therewith.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement along with its Addenda as of the Effective Date.

A blue ink signature of Greg Sutton, consisting of a stylized 'G' followed by a series of loops and a horizontal line at the end.

Greg Sutton, CEO  
TinyEYE Therapy Services

A blue ink signature of Aimee Alling, featuring a large, stylized 'A' followed by a horizontal line.

Aimee Alling, Principal  
Big Sur Charter School





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## Schedule "A"

### TECHNICAL REQUIREMENTS

Internet speed must be at least 384 Kbps available for both upload and download, with ports open to TinyEYE's FQDNs.

Computers are required with the following minimum requirements:

#### Chromebook

- RAM: 2GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Integrated GPU

#### Windows 7 or later

- RAM: 4GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Dedicated or Integrated GPU

#### macOS 10.11 or later

- RAM: 4GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Dedicated or Integrated GPU

#### Supported Browsers

- Chrome, Firefox, Edge, Safari (on Mac computers)
- **Recommended:** Chrome, Firefox
- Browsers must have the latest updates installed.

#### Equipment

- Web camera
- Headset with Microphone
  - If group therapy is requested or if the student cannot wear a headset, TinyEYE can provide a desktop speaker and microphone setup.



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### Schedule "B"

The amounts listed in this order are estimated based on the agreed upon service requirements. The amounts of services required can be increased throughout the Service Period through the change process outlined in our Service Agreement. Product prices and rates are only valid for the Service Period listed below.

#### Service Delivery Information

Start Date: 08/19/2024

End Date: 05/16/2025

Scheduling Restrictions: None

Required Licenses: State License

Required Clearances: NPA

Additional Licensing Requirements:

#### Service Products

Product	Price	Total Therapy Hrs	Subtotal
School Counselling	\$126.96	24.29	\$3,083.86

#### Totals

Therapy Hours include both Direct and Indirect times.  
Indirect times may include but is not limited to:  
Planning, Reporting, Consulting, Communication, Assessment,  
Reporting, Session Notes, Quarterly Progress Reports.

**Total Minimum Fee \$3,083.86**

All Prices are in **U.S. Dollars**



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## Schedule "C"

### OPERATIONAL REQUIREMENTS AND TIMELINES

This Schedule C sets forth additional requirements that the Customer must meet to facilitate the efficient delivery of services by the Service Provider. Compliance with these requirements is essential for the timely start and continued smooth operation of services.

#### 1. Billing and School Level Contacts

- **Timeline:** At least 3 weeks prior to the Target Start Date **08/19/2024**. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- **Requirement:** The Customer shall provide the Service Provider with contact information for the people in the following roles:
  - i. Accounts Payable
  - ii. E-Helpers at each School
  - iii. Main Contact at each School to ensure effective communication.
  - iv. IT Contact at each School.
- The Customer will inform the Service Provider immediately should any contact information change.

#### 2. School Level Caseload Information

- **Timeline:** At least 3 weeks prior to the Target Start Date **08/19/2024**. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- **Requirement:** The Customer must supply detailed caseload information for each school to assist in service planning.

#### 3. Number of Schools and Hours Per School-Per Service Type

- **Timeline:** Within 1 week of signing the contract.
- **Requirement:** The Customer must share the number of schools and the hours ordered per school-service type.

#### 4. Billing Contact Meeting

- **Timeline:** 3 weeks following the signing of the contract.
- **Requirement:** A meeting between the Service Provider and the Customer's Accounts Payable contact to discuss billing procedures and expectations.

#### 5. First Invoice Review

- **Timeline:** 1 month following the start of service.
- **Requirement:** A review of the first invoice by the Customer (and/or Accounts Payable) and the Service Provider to ensure billing accuracy and to address any questions.

In the event that the requirements outlined in Schedule C are not met, the services may not be started at the initially agreed upon Target Start Date, however the billing will commence at the initially agreed-upon Target Start Date as outlined in Schedule B of this Agreement.



**Big Sur Charter School**  
**Education Protection Account - EPA (Resource 1400)**  
**Expenditures for 2023 - 2024**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	\$0.00
Revenue Limit Sources (Educational Protection Account)	8010-8099	\$60,394
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>\$60,394</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	\$60,394
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>\$60,394</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>\$0.00</b>

**BIG SUR CHARTER SCHOOL RESOLUTION  
REGARDING THE EXPENDITURES OF MONIES FROM THE  
EDUCATION PROTECTION ACCOUNT**

**BOARD RESOLUTION 2024.1**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;



WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE, IT IS HEREBY RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Big Sur Charter School;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Big Sur Charter School has determined to spend the monies received from the Education Protection Act as attached.

AYES:

NOES:

OBATIAN:

ABSENT:

Approved:

\_\_\_\_\_  
Board Chair

Attest:

\_\_\_\_\_  
Board Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BIG SUR CHARTER SCHOOL**

**BOARD RESOLUTION 2024.2**

WHEREAS, charter school governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the governing board (“Board of Directors”) of the Big Sur Charter School wishes to return to annual salary increases.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts following resolutions:

1. All returning staff will be hired back for the next school year at the next salary step on the salary schedule.
2. The Board of Directors reserves the right to modify this start-of-school year salary determination policy in the future, by resolution, as the need arises.

BE IT FURTHER RESOLVED, that the Secretary of the Board hereby is authorized to certify this resolution.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this....

AYES:

NOES:

OBATIAN:

ABSENT:

Approved:

\_\_\_\_\_  
Board Chair

Atest:

\_\_\_\_\_  
Board Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BIG SUR CHARTER SCHOOL**

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1. All returning staff will be hired back for the next school year at the next salary step on the salary schedule.
2. The Board of Directors reserves the right to modify this start-of-school year salary determination policy in the future, by resolution, as the need arises.

BE IT FURTHER RESOLVED, that the Secretary of the Board hereby is authorized to certify this resolution.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this....

AYES:

NOES:

OBATIAN:

ABSENT:

Approved:

\_\_\_\_\_  
Board Chair

Atest:

\_\_\_\_\_  
Board Secretary

# RESOLUTION OF THE BOARD OF DIRECTORS OF BIG SUR CHARTER SCHOOL

## BOARD RESOLUTION 2024.3

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### **Title: Resolution Authorizing Retroactive Back Pay and Adjustment to Correct Step and Column for Affected Employees**

**WHEREAS**, the Big Sur Charter School is committed to fairly compensating all employees in accordance with established salary schedules, contractual obligations, and applicable labor laws; and **WHEREAS**, it has come to the attention of the Board of Directors that certain employees were not correctly placed in their appropriate step and column in the salary schedule due to an oversight in the 2020-2021 school year; and

**WHEREAS**, this error resulted in the affected employees receiving less compensation than they were entitled to under the terms of their salary schedules; and

**WHEREAS**, the Board of Directors recognizes the need to remedy this situation by providing retroactive back pay and ensuring that affected employees are returned to the correct step and column in the salary schedule; and

**WHEREAS**, the Assistant Director has reviewed and verified the correct placement of the affected employees in the appropriate step and column and calculated the amount of retroactive pay owed; and

**WHEREAS**, the retroactive pay shall cover the period from 7/01/2020 to date, during which the affected employees were incorrectly compensated;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Big Sur Charter School hereby authorizes the following actions:

1. **Correction to Step and Column:** The affected employees shall be placed on the correct step and column of the salary schedule, as determined by their years of service, qualifications, and other applicable factors, effective immediately.
2. **Retroactive Back Pay:** The affected employees shall receive retroactive pay to compensate for the difference between the amount they were actually paid and the amount they should have been paid, covering the period from July 1, 2020 to date.
3. **Distribution of Retroactive Pay:** The retroactive back pay shall be disbursed in a lump sum payment on or before October 31, 2024, and applicable taxes and deductions shall be applied in accordance with federal, state, and local regulations.
4. **Employee Notification:** The Human Resources Department shall notify all affected employees of the correction to their step and column placement, as well as the amount and timing of their retroactive back pay.
5. **Future Compliance:** The Board of Directors directs the Administration of the Big Sur Charter School to take all necessary steps to ensure that employee placements on the salary schedule are accurate and in compliance with all contractual and legal obligations going forward.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately upon its adoption, and the Board of Directors shall continue to monitor the implementation of this resolution to ensure that the issue is fully resolved.

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**Adopted this September 26, 2024 by the Board of Directors of Big Sur Charter School**

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**Signature:**

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Nathan Nuñez, Board Director

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Rachel Black, Secretary of the Board of Directors