

Element Education

Governing Board Meeting

Published on December 1, 2025 at 12:00 PM PST Amended on December 1, 2025 at 2:08 PM PST

Date and Time

Friday December 5, 2025 at 12:00 PM PST

Location

Element Education 1441 Montiel #145 Escondido, CA 92026

The Governing Board ("Board") will assemble in person at 1441 Montiel Road, Ste 145, Escondido, CA 92026. Employees of Element Education who will be presenting and anyone wishing to speak during public comment may do so in person or via the MS Teams platform by clicking on the link provided below.

Members of the public who wish to comment during the Board meeting may complete the <u>Public Comment Speaker Card.</u> In general, individual speakers are permitted three minutes to address the Board on each agenda or non-agenda item. The Board will limit the total time for public input on each item to 15 minutes per side (approve/deny) of the topic. In exceptional circumstances, the Board President may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be made equitably to allow for a diversity of viewpoints. The President may also stipulate that speakers not repeat arguments already made by other speakers to allow for broader range of input.

Digital Sign-In Sheet

Join the Meeting: Use this Link to log on.

1441 Montiel Road #145 Escondido, CA 92026

PURPOSE

The purpose of Element Education, Inc. (EEI) is to develop and operate charter schools which create avenues for "new instruction, new management, and new governance in public schools." The organization operates from a place of Servant Leadership in supporting the elements of personalized learning.

VISION

The vision of EEI is to create model programs for deep and meaningful learning and attract and develop innovative and effective educators who instill the mindset and skills for developing agency in, and ownership of, life-long learning.

MISSION

The mission of its schools and programs is to promote a culture of mastery, autonomy, and purpose for all stakeholders through personalized learning plans developed with insight and experience of learning styles, appropriate resources, and learning networks for success in work, life, and citizenship.

A

Agend	la			
			Purpose	Presenter
I.	Оре	ening Items		
	A.	Call the Meeting to Order		
	В.	Record Attendance		
	C.	Pledge of Allegiance		
	D.	Approval of Agenda	Vote	Terri Novacek
II.	Rec	ognitions and Presentations		
	A.	Staff Recognition	FYI	Kiran Sihota
		Samantha Krumenacker, Administrative Assistant Operations a	and Human Resc	ources
	В.	School Presentation-Community Montessori	FYI	Earl Otte
	C.	Advisory Council Report-Community Montessori	FYI	Nicolas Lozano and Emma Meziere
	D.	School Presentation-Dimensions Collaborative School	FYI	Paul Johnson

		Purpose	Presenter
E.	Advisory Council Report-Dimensions Collaborative School	FYI	Danielle Stubbs
F.	Student Performance Report	FYI	Victoria Ades

III. Communications- Agenda and Non-Agneda Items

To participate in the "Public Comment" portion of our meeting, you may use the <u>Speaker Card</u>. As you are writing your comment, please keep in mind that the three-minute time limit applies to all comments, even if they are being read by someone else. Public comment on non-agenda items will be taken at the beginning of the meeting. Public comment on each agenda item will be taken at the time the item is considered by the Board.

A.	Public	FYI
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B. Members of the Board FYI

IV. Approval of Consent Items

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VI.

Items listed in this section are considered routine and are acted on by the Board in one motion. It is understood that the Executive Director recommends approval of all Consent Items. Each item on the Consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

A.	Approval of September 26, 2025, Minutes	Vote	Terri Novacek		
B.	Approval of September Check Run	Vote	Terri Novacek		
C.	Approval of October Check Run	Vote	Terri Novacek		
D.	Ratification of Marketing Services Contract with Revvia	Vote	Terri Novacek		
E.	Ratification of Contract with Board on Track	Vote	Terri Novacek		
Info	Information Item-Chief Business Officer Report				
A.	Financial Position of Schools	FYI	Doug Miller		

Information Item-Director of Human Resources Report

Technology Report

A.	Employment Activity	FYI	Kiran Sihota
B.	Professional Learning Activity (external)	FYI	Kiran Sihota

FYI

Doug Miller

			Purpose	Presenter
VII.	Information Item-Chief Operations Officer Report			
	A.	Facilities Update	FYI	Roland Yung
	В.	Resource Management	FYI	Roland Yung
VIII.	Info	ormation Item-Executive Director Report		
	A.	Authorizer Relations	FYI	Terri Novacek
	В.	Public Relations	FYI	Terri Novacek
	C.	Conference Reports		
IX.	ВО	ARD ELECTIONS		
	A.	Consideration of Board Membership	Vote	Chris Nunley
		Leila Cavazos, Dimensions Collaborative School Parent Repres	sentative	
X.	Act	ion Items-Element Education		
	A.	Consideration of Audit Report	Vote	Terri Novacek
	В.	Consideration of Amended Conflict of Interest Resolution	Vote	Terri Novacek
	C.	Consideration of Contract with the Stepping Stones Group	Vote	Terri Novacek
	D.	Consideration of Contract with Verbal Behavoir Associates (VBA)	Vote	Terri Novacek
	E.	Consideration of Lease with MRC Smart Technology Solutions	Vote	Terri Novacek
XI.	Act	ion Items-Community Montessori		
	A.	Consideration of Replacement of two HVAC systems (Poway)	Vote	Doug Miller
XII.	Det	ermination of Date for January Board Training and Strategic	Planning	
	The Board will discuss and determine the date for the January Board Training and Strategic Planning			

session.

Purpose	Presenter
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XIII. Future Agenda Items

Items for next Agenda (Future Agenda items are not considered on the agenda and Board Members will not be able to discuss per the Brown Act)

XIV. Closing Items

A. Adjourn Meeting

Vote

DISABILITY INFORMATION:

In accordance with the Americans with Disabilities Act, if accommodations are required, please call the Board Secretary 48 hours (about 2 days) in advance at (760) 703-9997 and every effort will be made to accommodate your request. In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all the Board in advance of a meeting, may be viewed at 1441 Montiel Road #143 Escondido, CA 92026; at our website at www.myelement.org. or at a scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Susan Michaels at eei@myelement.org

I, Susan Michaels, Board Secretary Designee of Element Education, Inc., hereby certify that I posted a copy of the foregoing agenda in the lobby of the Administrative Office at 1441 Montiel Road, Ste. 143, Escondido, CA 92026 at least 72 hours (about 3 days) prior to the meeting, in accordance with the Govt. Code Sec. 54954.2

Coversheet

School Presentation-Community Montessori

Section: II. Recognitions and Presentations

Item: B. School Presentation-Community Montessori

Purpose: FY

Submitted by:

Related Material: 2 School Report.pdf



November and December 2025

Current Projects Learning Center	 Home School Structured Literacy support program launched Several staff members attended the CA Assessment Conference Community Montessori has advanced to the next stage of the "Schools to Watch" program LCAP Feedback is being sought from parents, students and staff via survey Staff are completing the Positive Discipline Reflection Events
Carlsbad	12/2 - Literature Comes to Life Field Trip (Primary) 12/9-12 – Camp Marston UE 12/18 - Fire & Earthquake Drill 12/22-1/2 - Winter Break
Mary Lane	12/5 - Informational Tour 12/12 - Informational Tour 12/16 - Earthquake & Fire Drill 12/22-1/2 - Winter Break
Oak Hill	12/5 - Informational Tour 12/9 -12/12 - Upper El Camp Marston 12/11 - Lower El Legoland Field Trip 12/12 - Informational Tour 12/16 - Earthquake & Fire Drill 12/22-1/2 - Winter Break
Poway	12/4- Upper El Living Museum 12/9-11- Camp Marston (Upper El) 12/18- Earthquake and Fire Drill 12/18- Movie Night Fundraiser 12/18- Dine and Donate Fundraiser w/ Luna Grill 12/22-½ - Winter Break
Santee	12/4 – Barnes and Noble Event 12/9 – Literature to Life in house Field Trip (Primary only) 12/9 to 12/12 – Camp Marston 12/16 – Parent Club 12/17 – Earthquake & Fire Drill 12/22 to 1/2- Winter Break



Current Projects	 Several staff members attended the CA Assessment Conference LCAP Feedback is being sought from parents, students and staff via survey Staff are completing the Positive Discipline Reflection Spring Schedule of supplementary class offerings released
Current Events	 11/11: Veterans Day - No School 11/12: School-wide picture day 11/12: Vision/Hearing Screening - Mission Valley 11/21: S. County Passport Pals - Thailand 11/21: End of Learning Period 4 11/24 - 11/28: Fall Break 12/3 -WASC Mid-Cycle Visit 12/3: N. County Passport Pals - Thailand/Math & Movement demo 12/11: Vision/Hearing - North County

Coversheet

School Presentation-Dimensions Collaborative School

Section: II. Recognitions and Presentations

Item: D. School Presentation-Dimensions Collaborative School

Purpose: FYI

Submitted by:

Related Material: 2 School Report.pdf



November and December 2025

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Coversheet

Student Performance Report

Section: II. Recognitions and Presentations Item: F. Student Performance Report

Purpose: FY

Submitted by:

Related Material: EEI Student Performance Report 24-25.pdf

EEI Student Performance Report 2024-2025

- CAASPP Scores- Where are we now compared to last year?
- i-Ready 2025 Spring Results- How did we do?
- Does student performance in i-Ready translate to similar performance on CAASPP? (continued study)

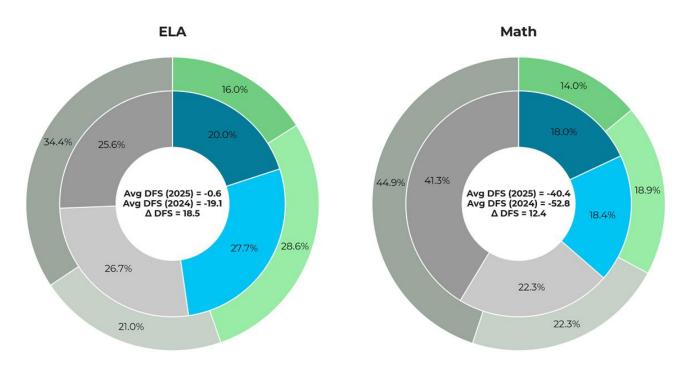


Community Montessori CAASPP 2025 vs 2024



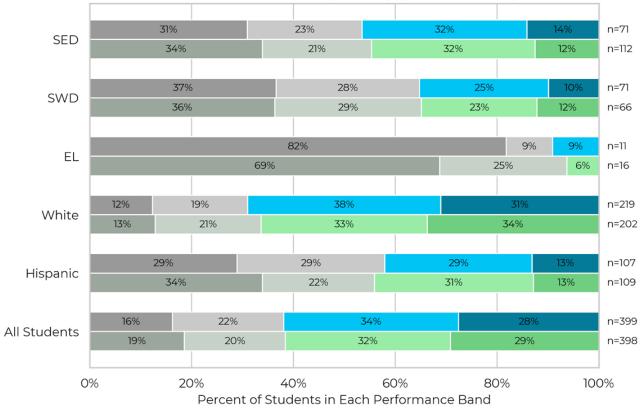


Dimensions Collaborative CAASPP 2025 vs 2024



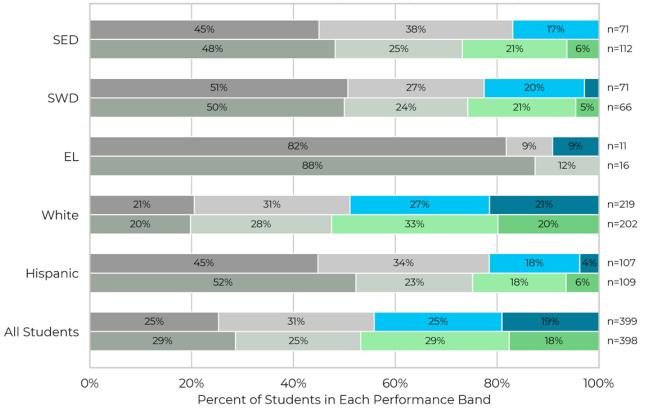


Community Montessori ELA Performance by Group (2024 vs 2025)



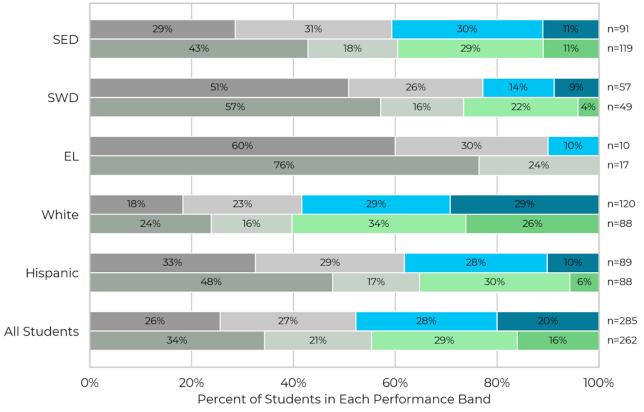


Community Montessori Math Performance by Group (2024 vs 2025)



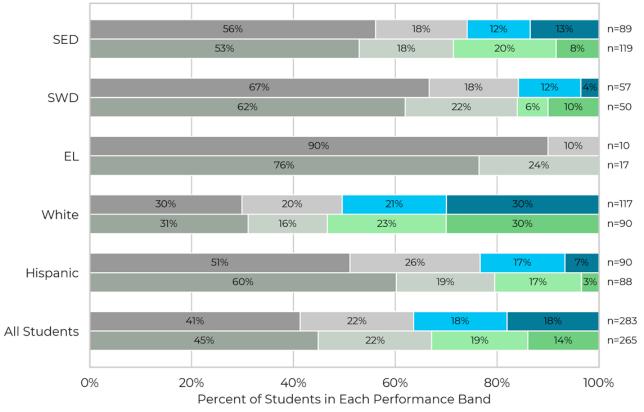


Dimensions Collaborative ELA Performance by Group (2024 vs 2025)



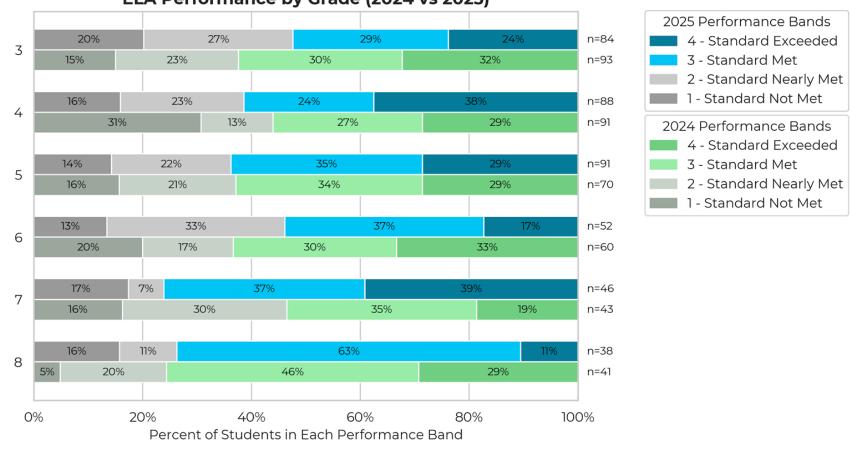




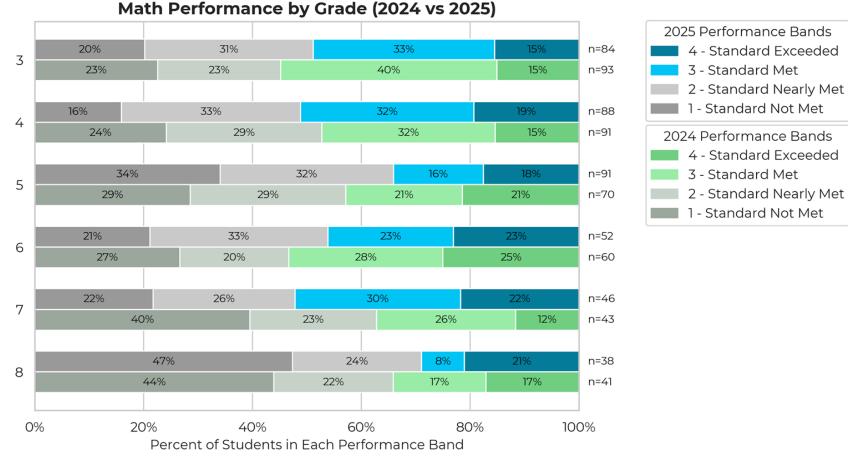




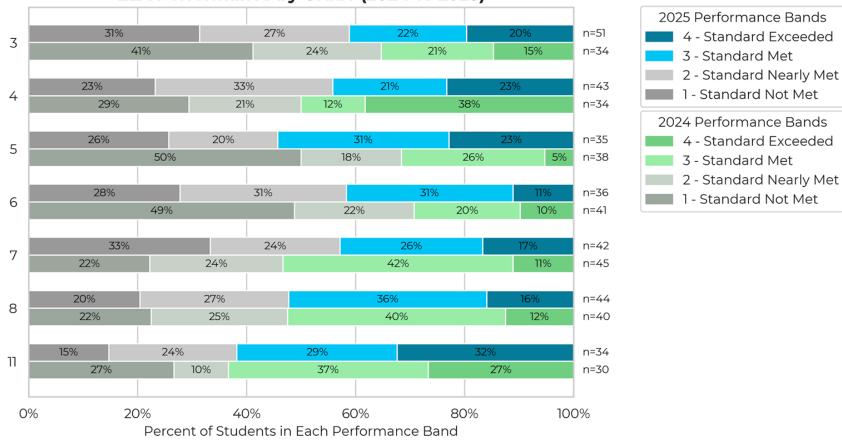
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM Community Montessori ELA Performance by Grade (2024 vs 2025)



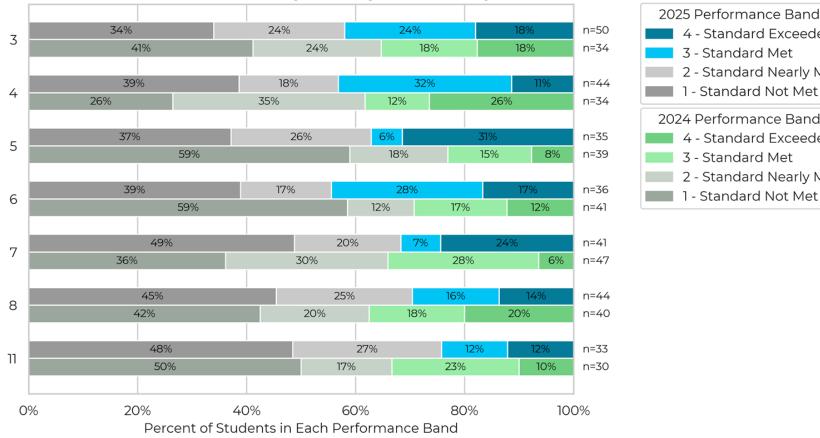
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM COMMUNITY MONTESSORI



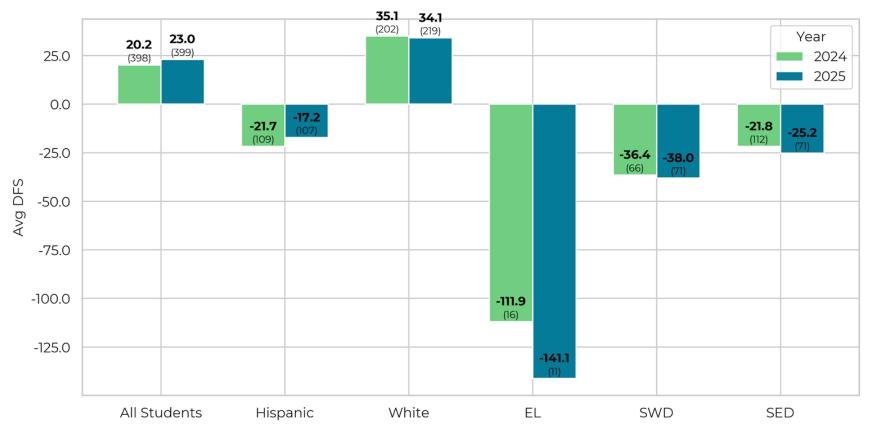
Dimensions Collaborative ELA Performance by Grade (2024 vs 2025)



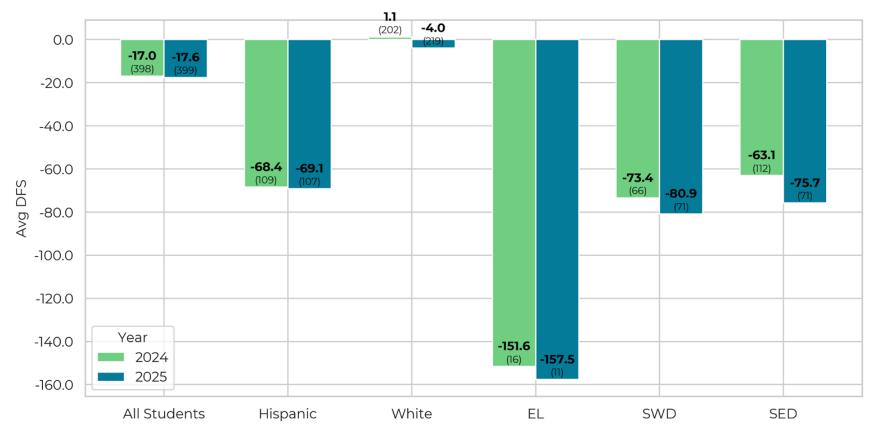
Flement Education - Coverning Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM Math Performance by Grade (2024 vs 2025)



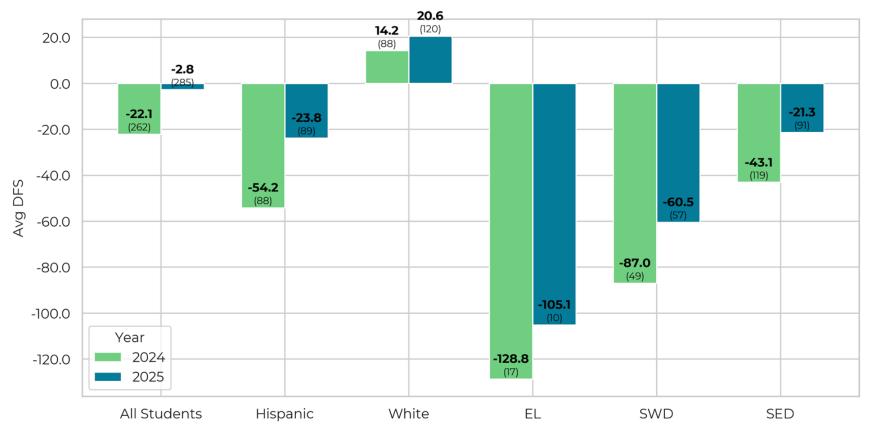
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Community Montessori ELA Avg DFS by Student Group (2024 vs 2025)**



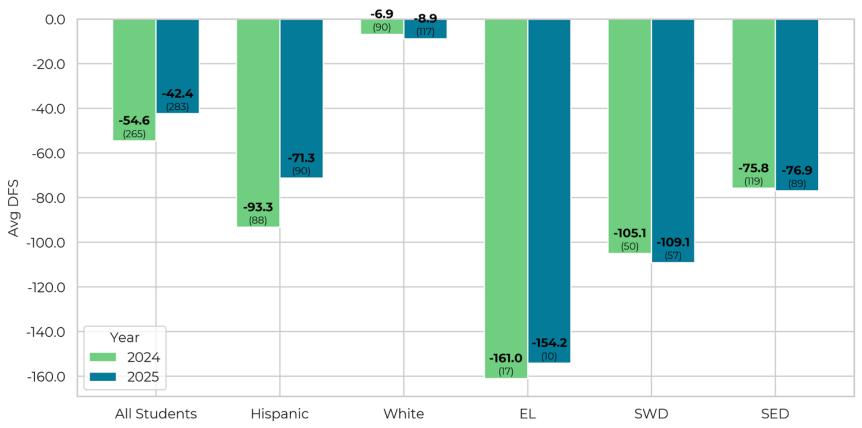
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Community Montessori** Math Avg DFS by Student Group (2024 vs 2025)



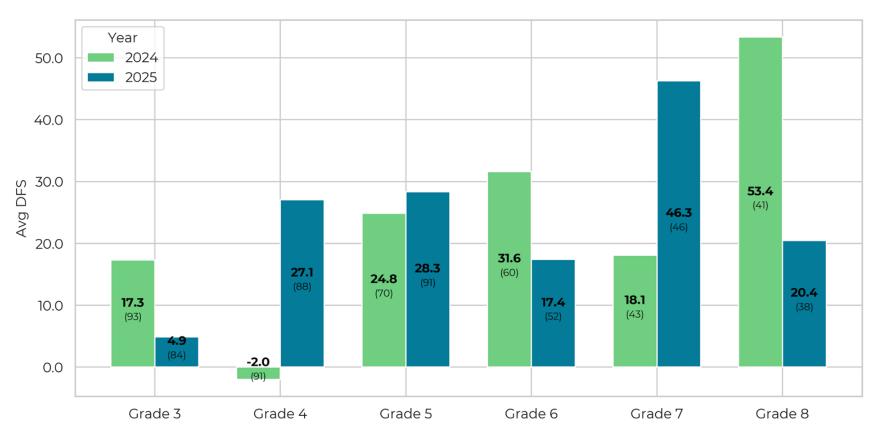
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Dimensions Collaborative ELA Avg DFS by Student Group (2024 vs 2025)**



Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Dimensions Collaborative** Math Avg DFS by Student Group (2024 vs 2025)



Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Community Montessori** ELA Avg DFS by Grade Level (2024 vs 2025)



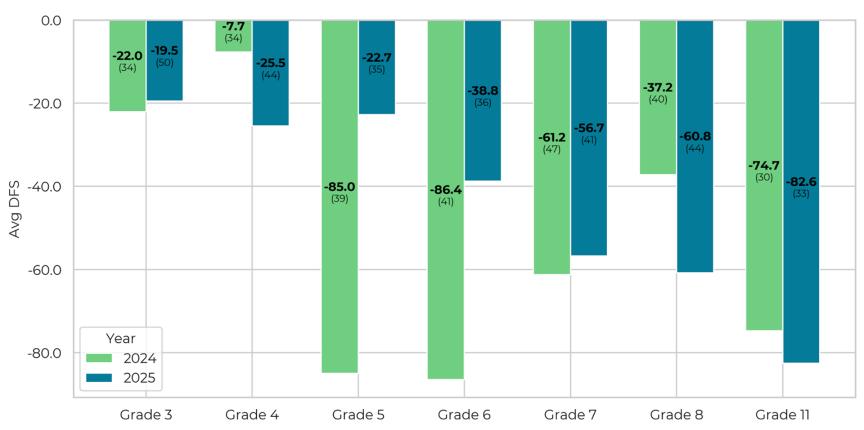
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Community Montessori** Math Avg DFS by Grade Level (2024 vs 2025)



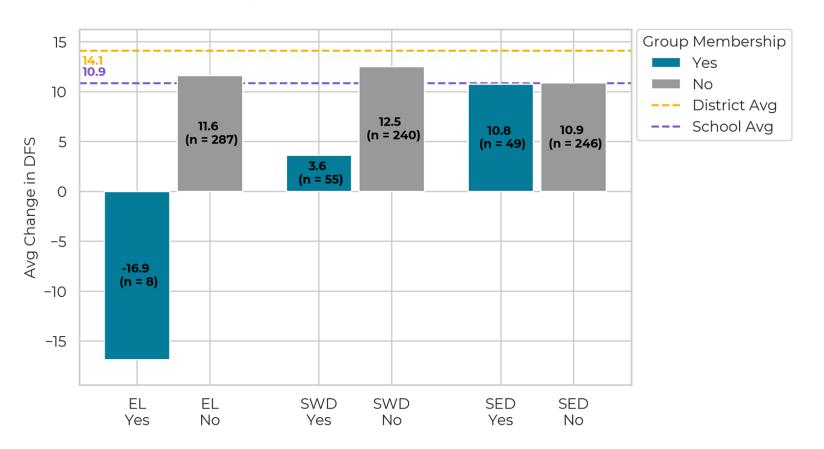
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Dimensions Collaborative** ELA Avg DFS by Grade Level (2024 vs 2025)



Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Dimensions Collaborative** Math Avg DFS by Grade Level (2024 vs 2025)

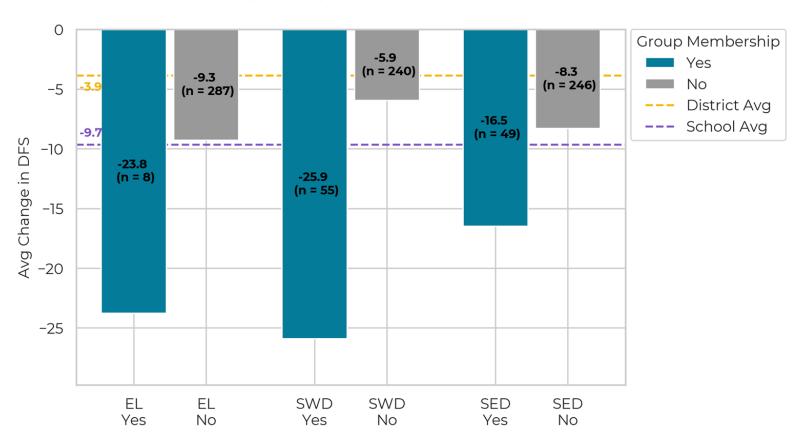


ELA Avg Change in DFS 2024 to 2025



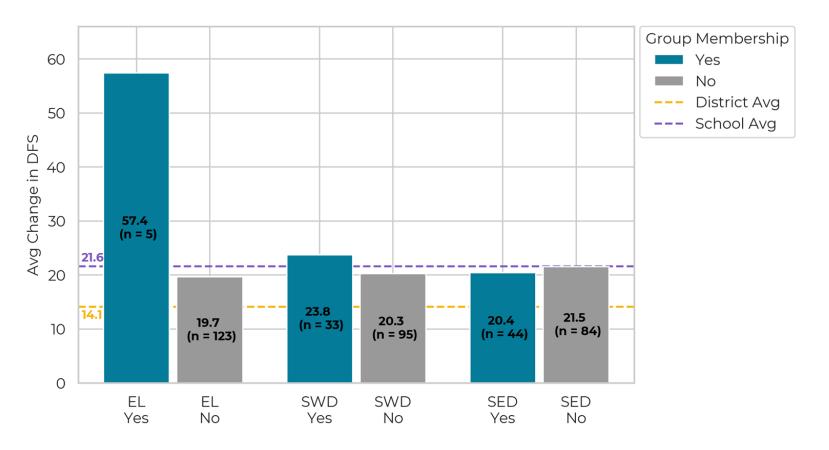
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Community Montessori**

Math Avg Change in DFS 2024 to 2025



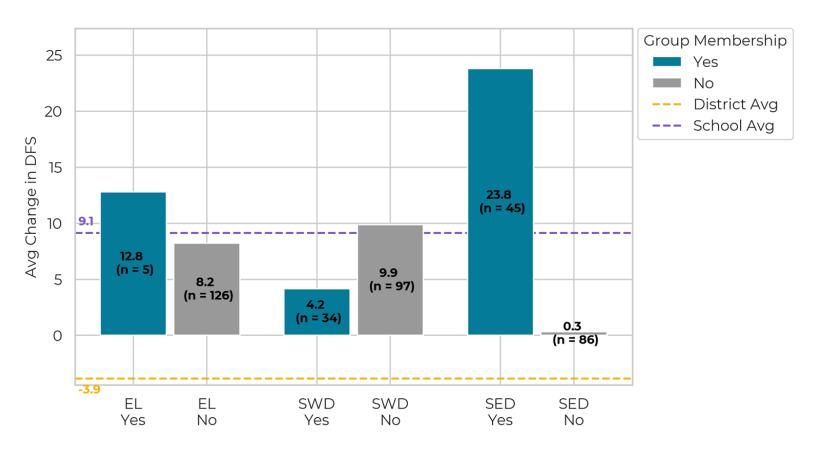
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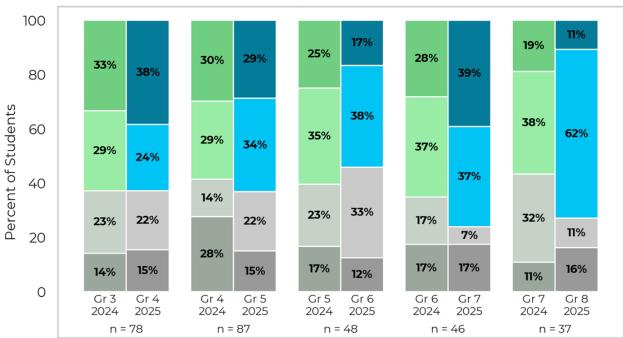


Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM

Math Avg Change in DFS 2024 to 2025



Community Montessori 2-Year Matched Cohort Performance — ELA

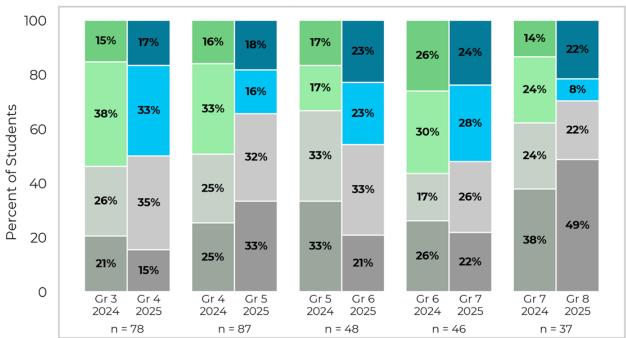


Performance Band

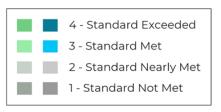


Grade-Level Cohort (2024→2025)

Community Montessori 2-Year Matched Cohort Performance — Math

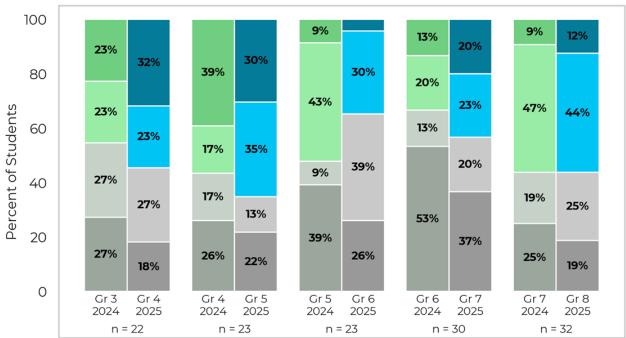


Performance Band

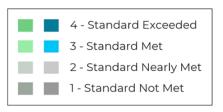


Grade-Level Cohort (2024→2025)

Dimensions Collaborative 2-Year Matched Cohort Performance — ELA

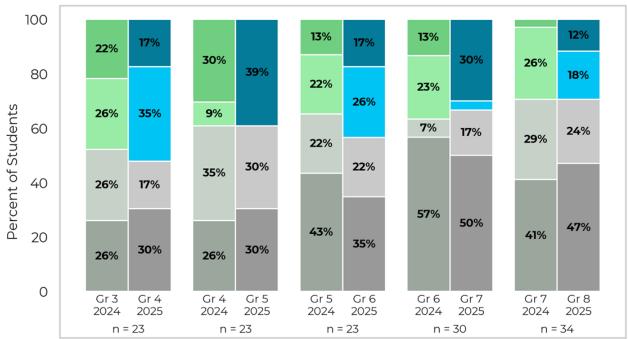


Performance Band

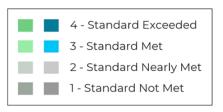


Grade-Level Cohort (2024→2025)

Dimensions Collaborative 2-Year Matched Cohort Performance — Math

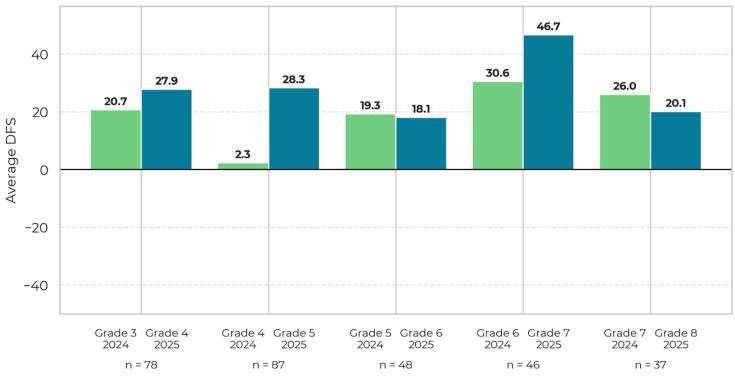


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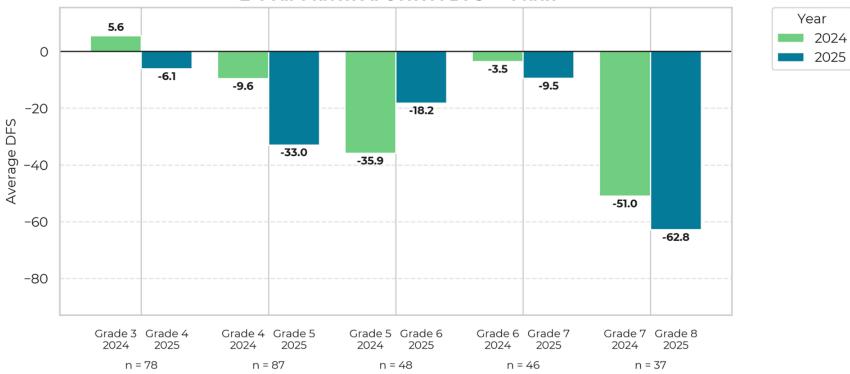


Grade-Level Cohort (2024→2025)

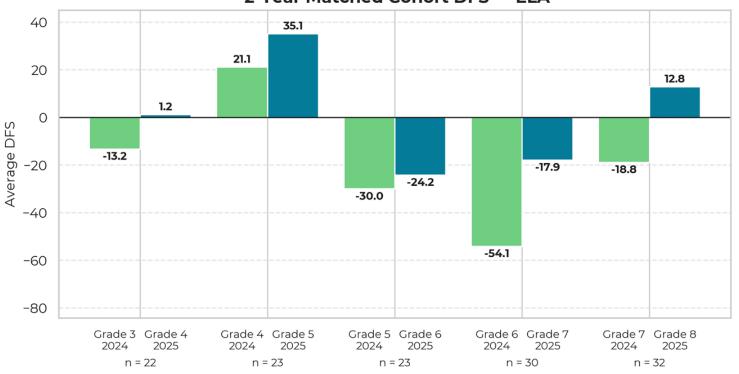






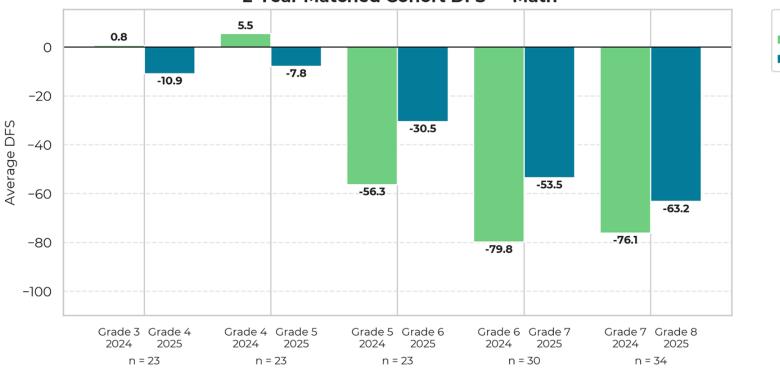






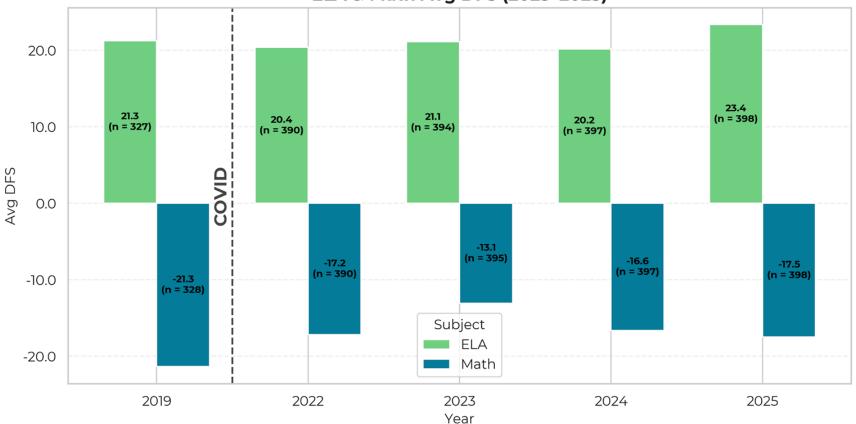


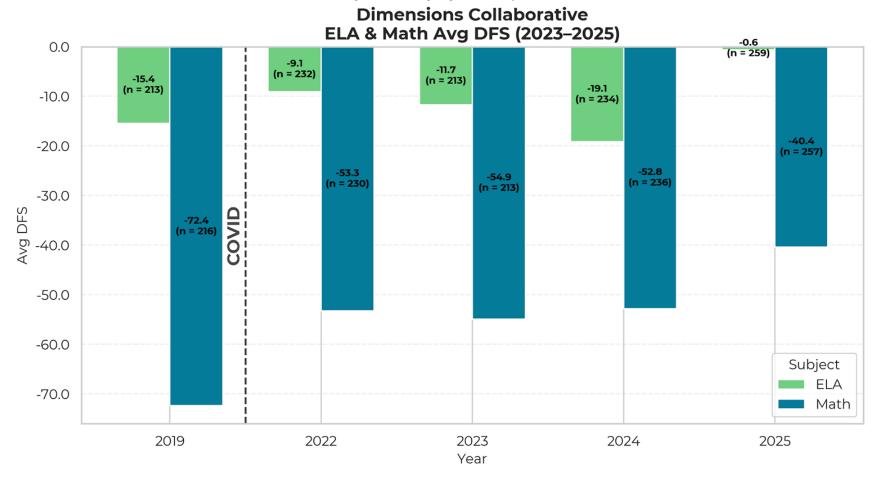




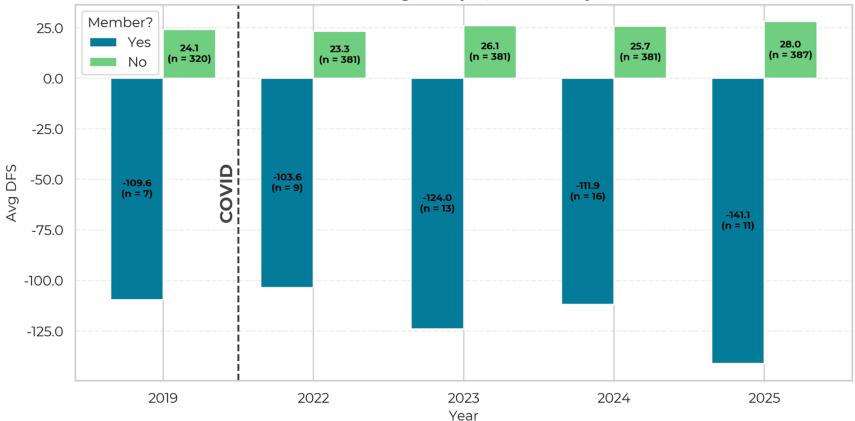


Community Montessori ELA & Math Avg DFS (2023–2025)

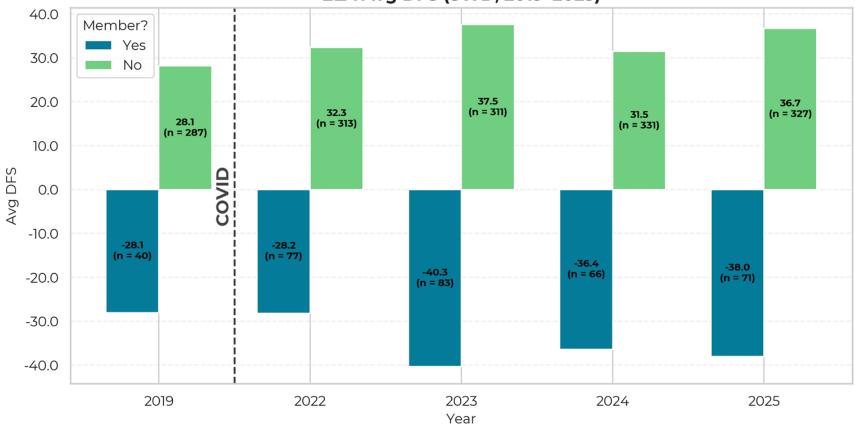




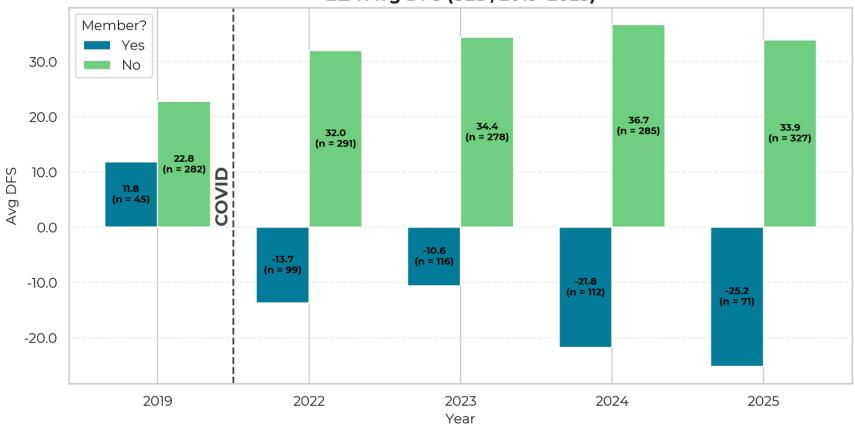
Community Montessori ELA Avg DFS (EL, 2019–2025)



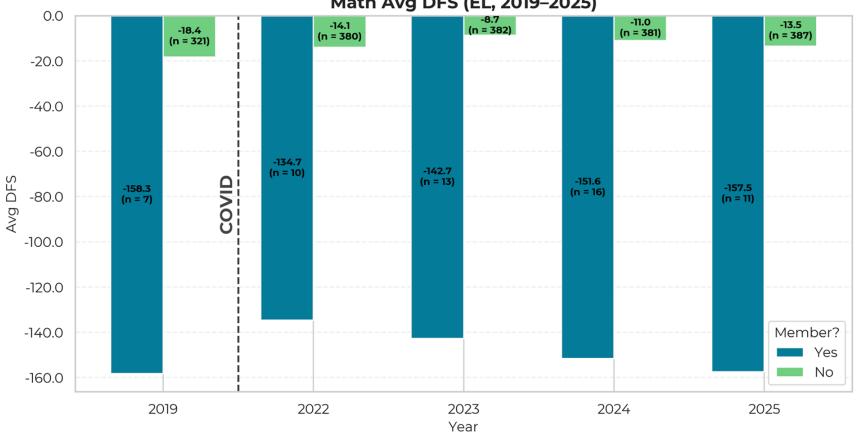
Community Montessori ELA Avg DFS (SWD, 2019–2025)



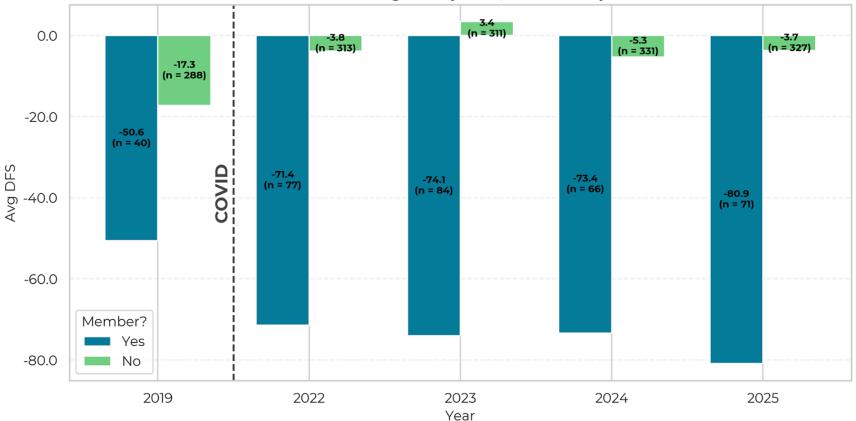
Community Montessori ELA Avg DFS (SED, 2019–2025)



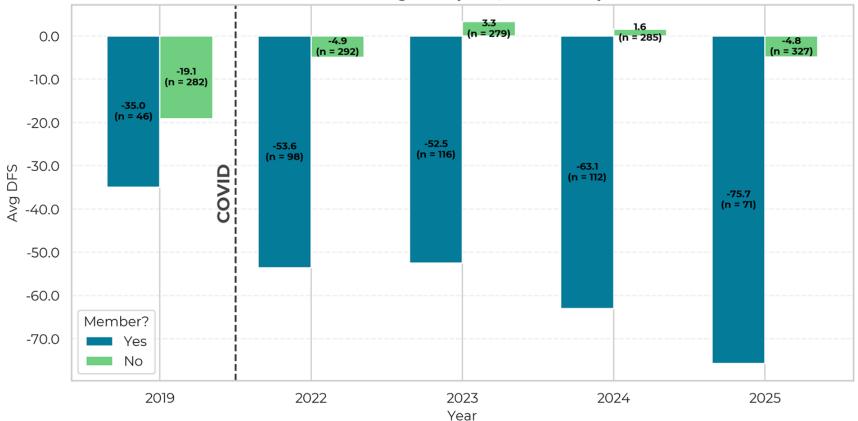




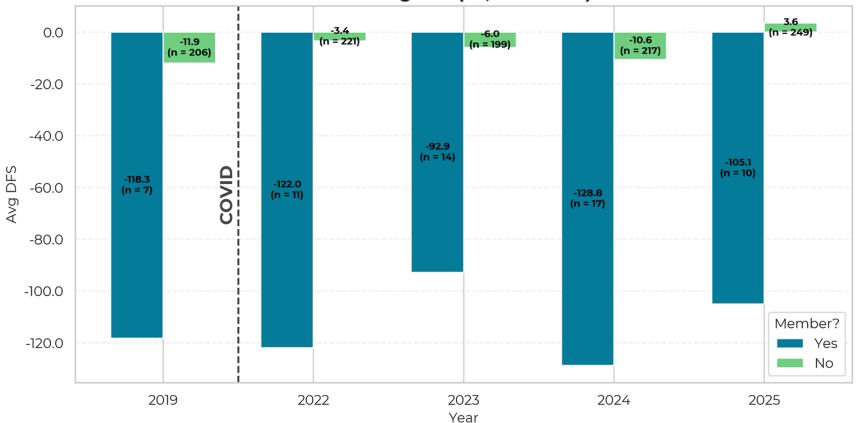
Community Montessori Math Avg DFS (SWD, 2019–2025)



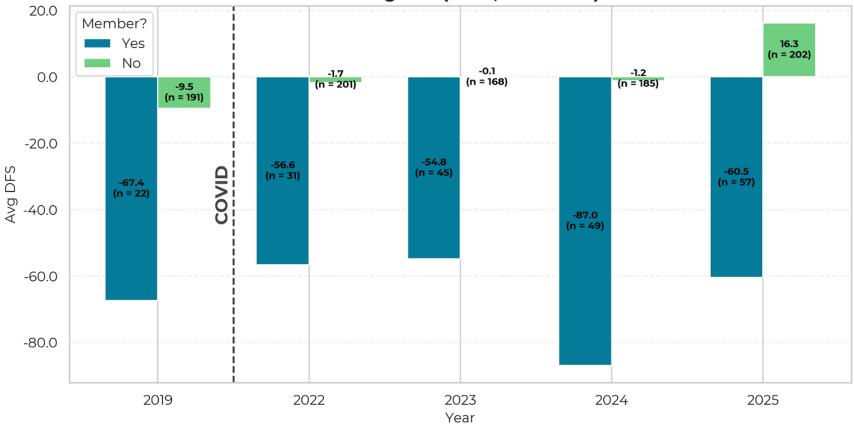
Community Montessori Math Avg DFS (SED, 2019–2025)



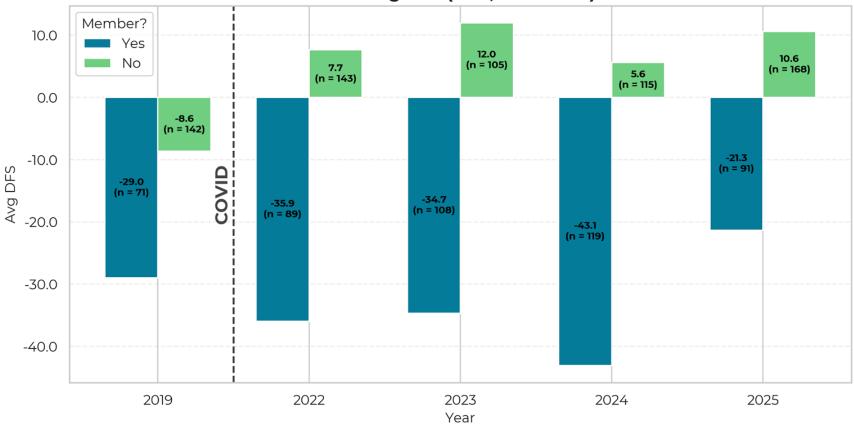
Dimensions Collaborative ELA Avg DFS (EL, 2019–2025)

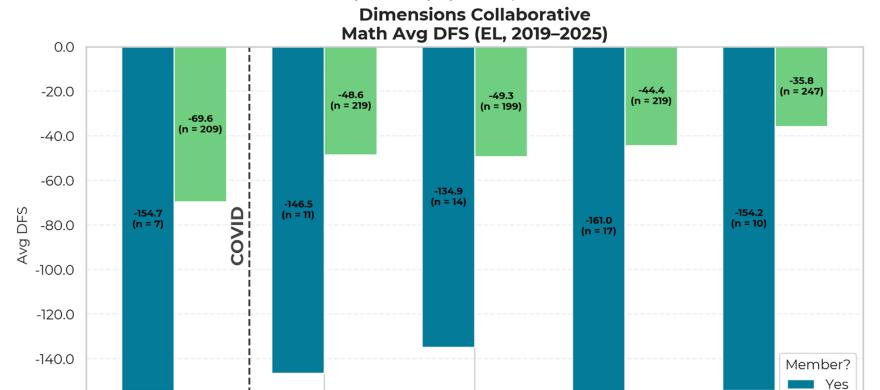


Dimensions Collaborative ELA Avg DFS (SWD, 2019–2025)



Dimensions Collaborative ELA Avg DFS (SED, 2019–2025)





2023

Year

2024

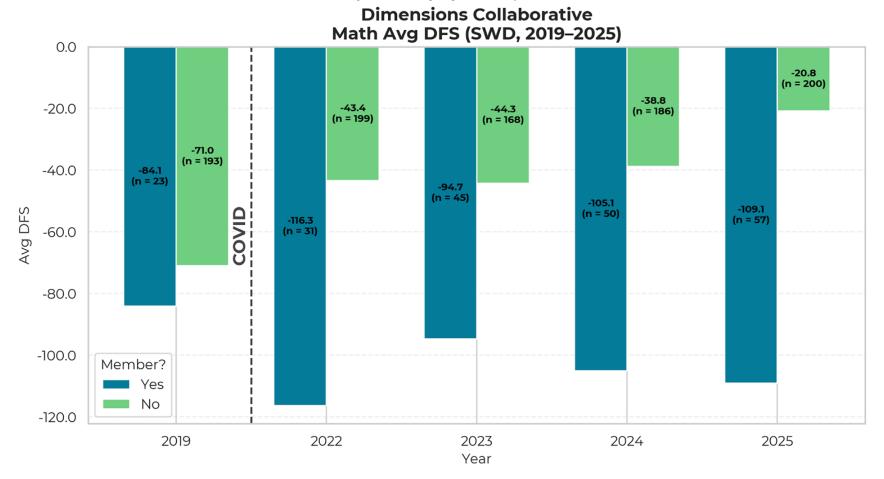
2022

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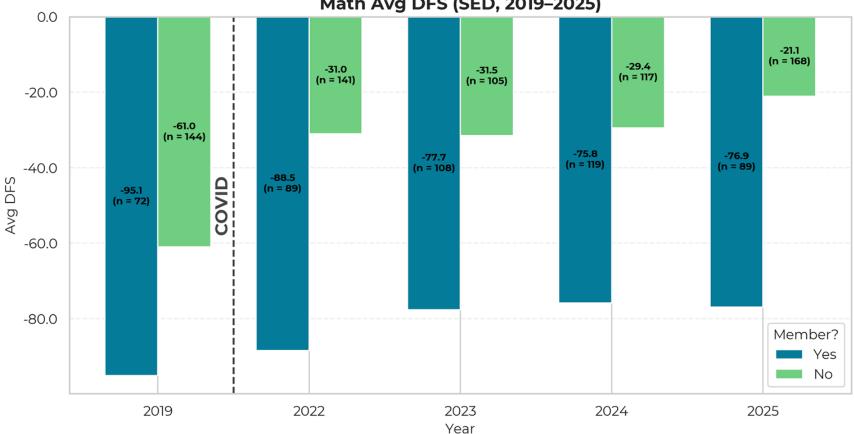
2019

No

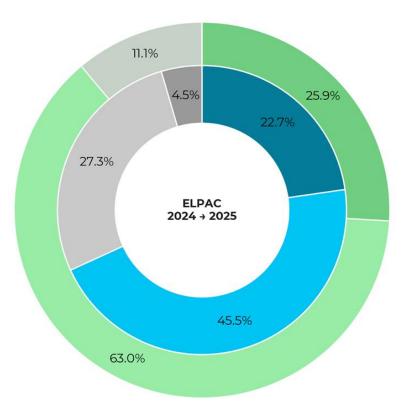
2025



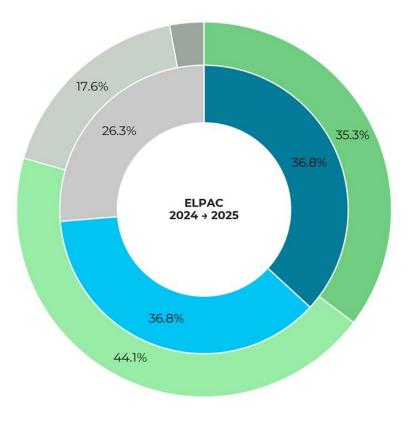




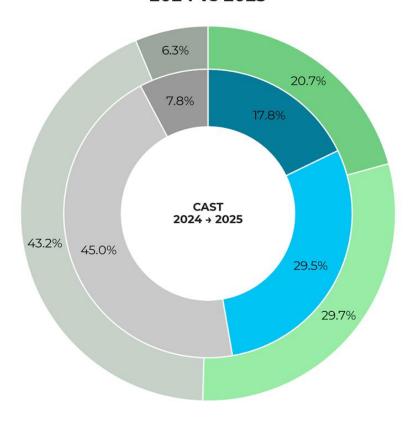
Element Education - Governing Board Meeting - Agenda Friday December 5, 2025 at 12:00 PM Dimensions Collaborative ELPAC Performance 2024 vs 2025



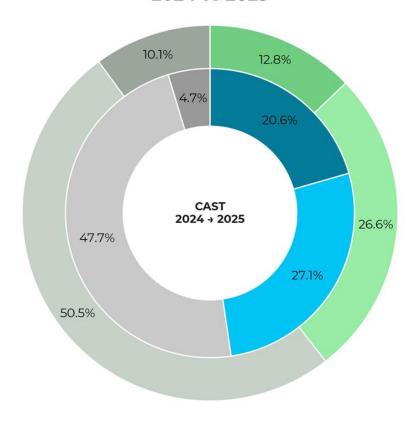
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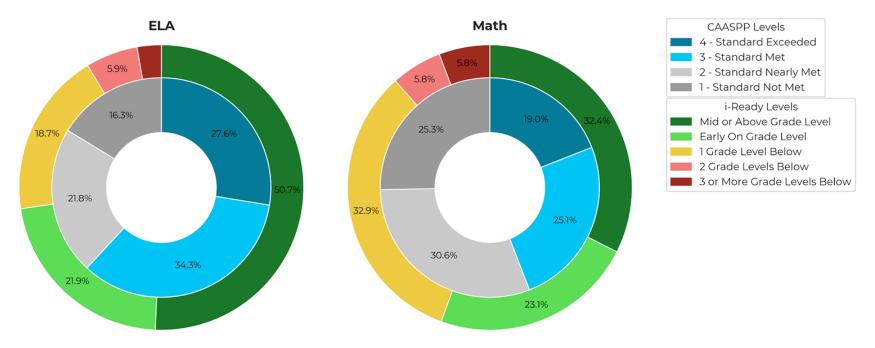
Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM Community Montessori CAST Performance 2024 vs 2025



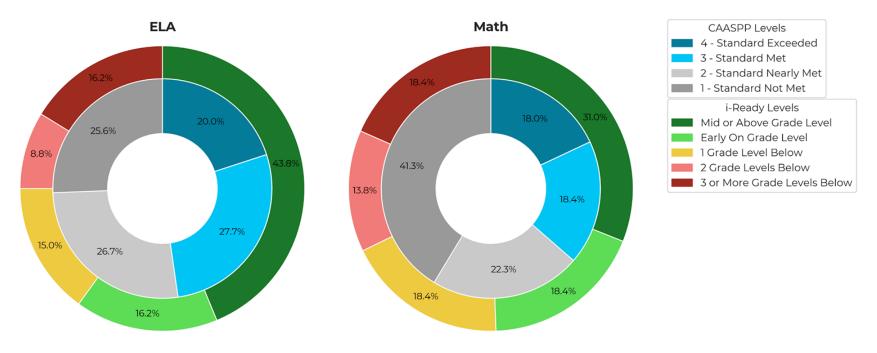
Element Education - Governing Board Meeting - Agenda Friday December 5, 2025 at 12:00 PM Dimensions Collaborative CAST Performance 2024 vs 2025



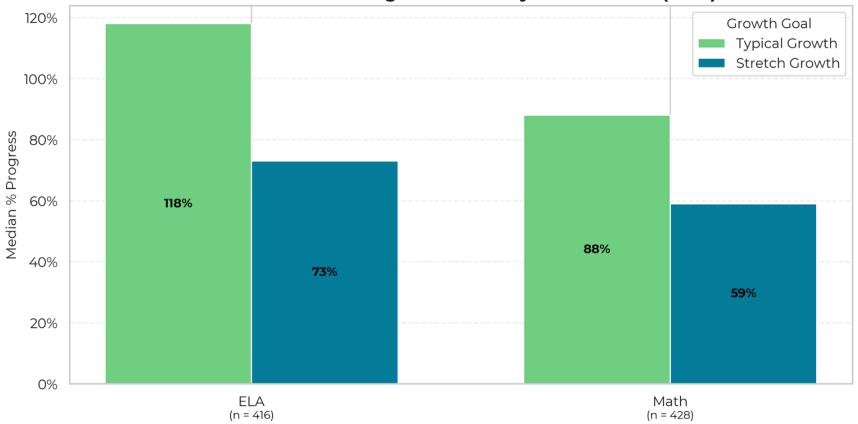
Community Montessori - CAASPP vs i-Ready Relative Placement



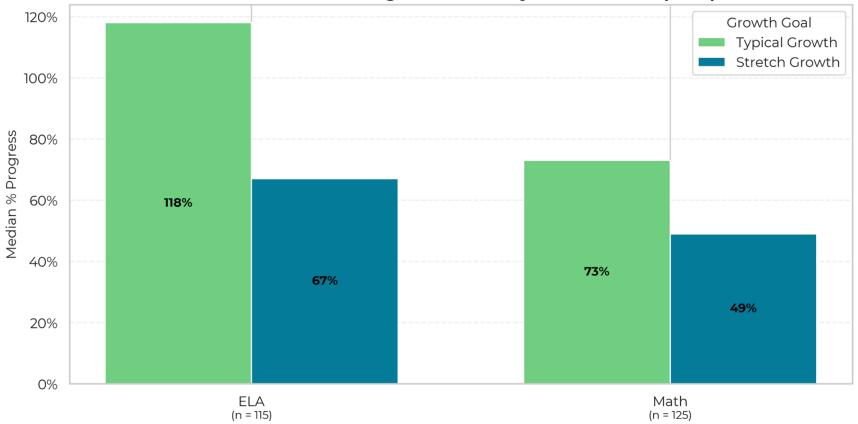
Dimensions Collaborative - CAASPP vs i-Ready Relative Placement



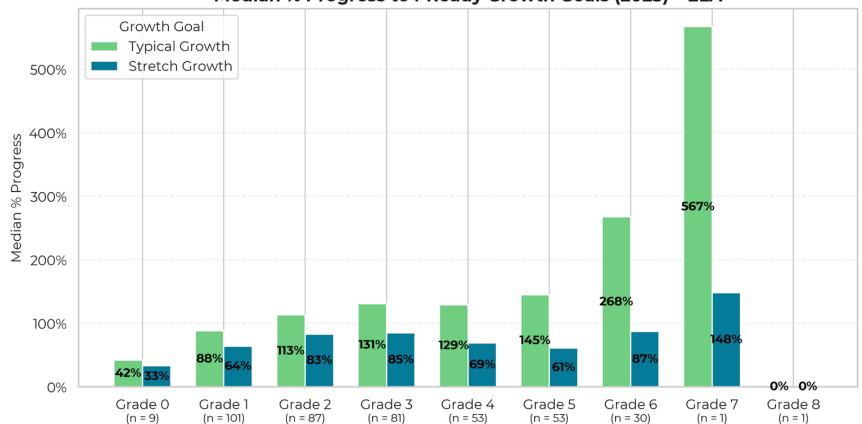
Community Montessori Median Percent Progress to i-Ready Growth Goals (2025)



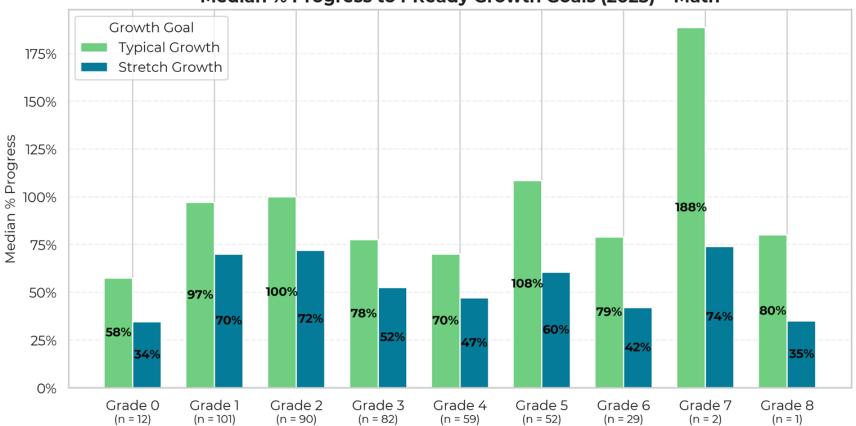
Dimensions Collaborative Median Percent Progress to i-Ready Growth Goals (2025)

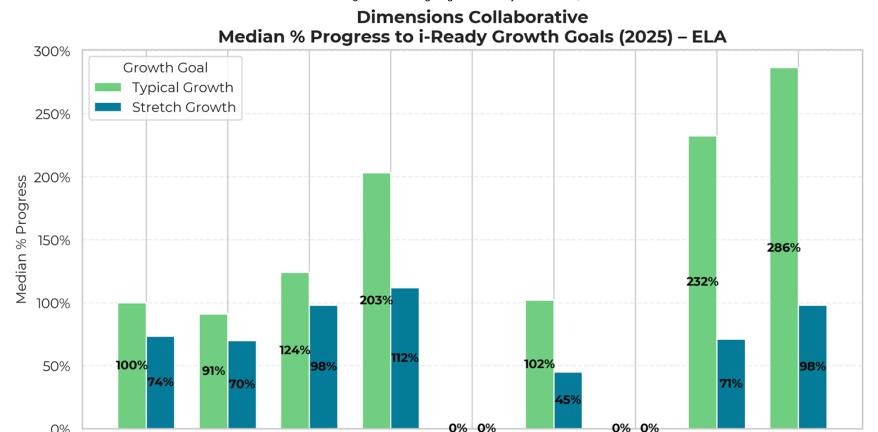


Community Montessori Median % Progress to i-Ready Growth Goals (2025) – ELA



Community Montessori Median % Progress to i-Ready Growth Goals (2025) – Math





Grade 3

(n = 10)

0% 0%

Grade 4

(n = 12)

Grade 5

(n = 14)

Grade 6

(n = 8)

Grade 7

(n = 16)

Grade 8

(n = 12)

0%

Grade 0

(n = 14)

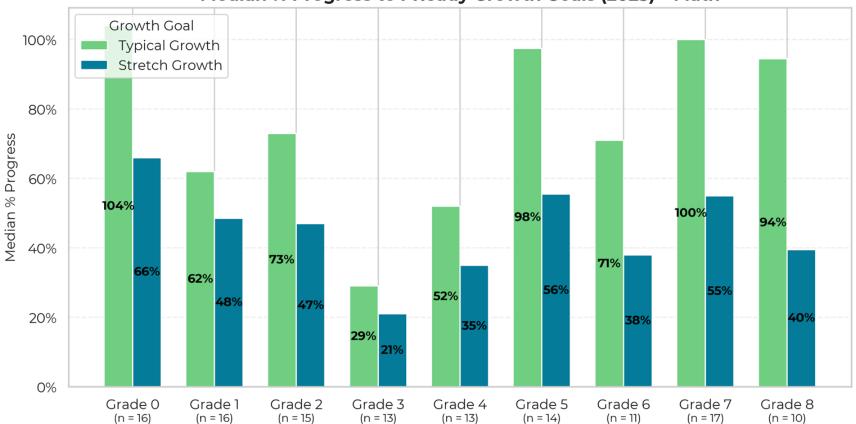
Grade 1

(n = 16)

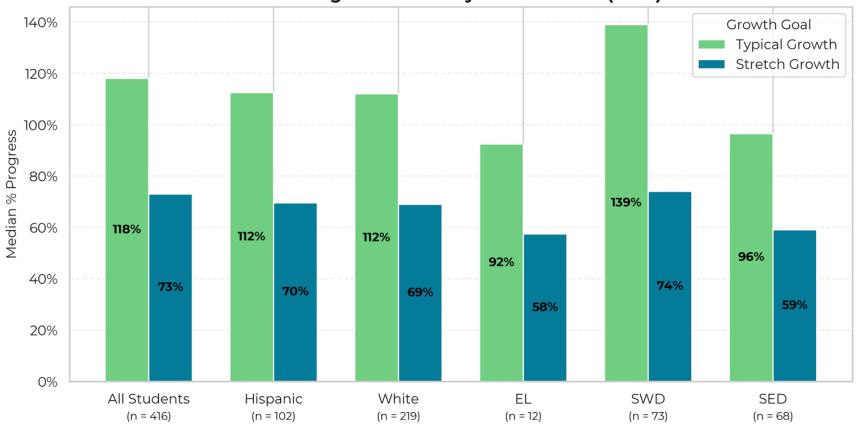
Grade 2

(n = 13)

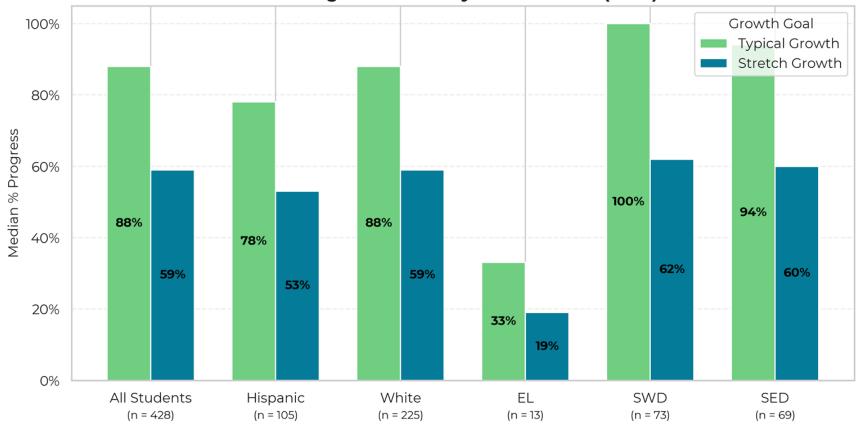
Dimensions Collaborative Median % Progress to i-Ready Growth Goals (2025) – Math



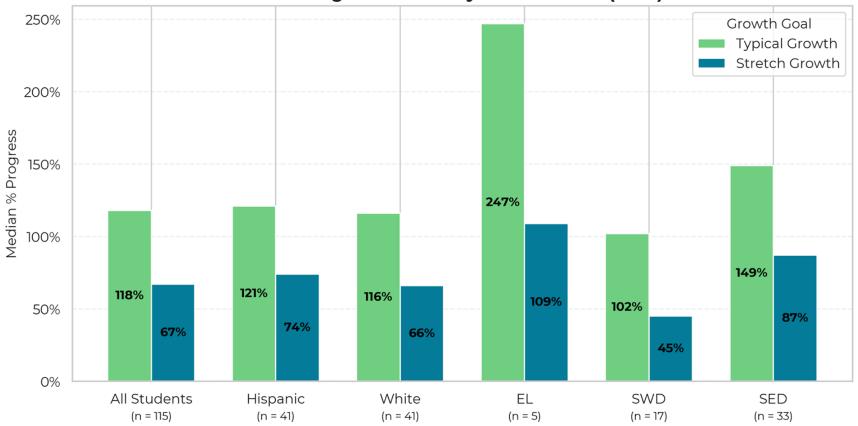
Community Montessori Median % Progress to i-Ready Growth Goals (2025) – ELA



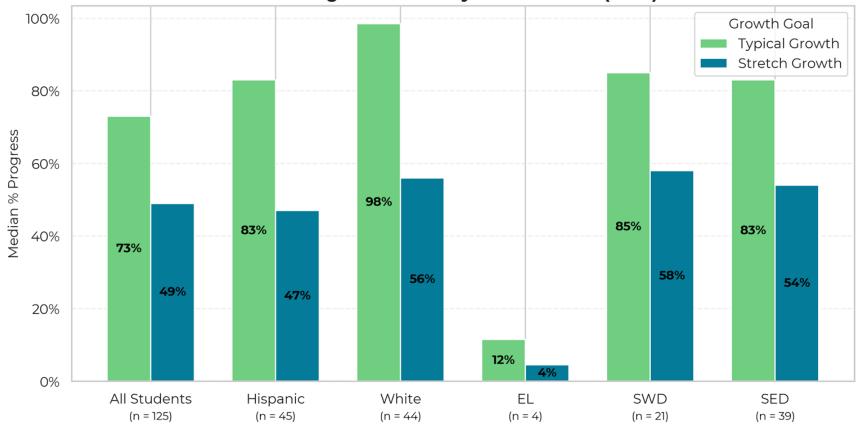
Community Montessori Median % Progress to i-Ready Growth Goals (2025) – Math



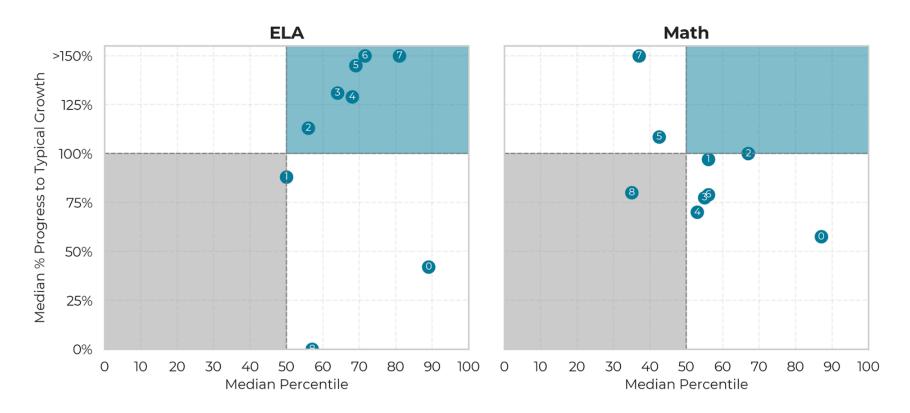
Dimensions Collaborative Median % Progress to i-Ready Growth Goals (2025) – ELA



Dimensions Collaborative Median % Progress to i-Ready Growth Goals (2025) – Math

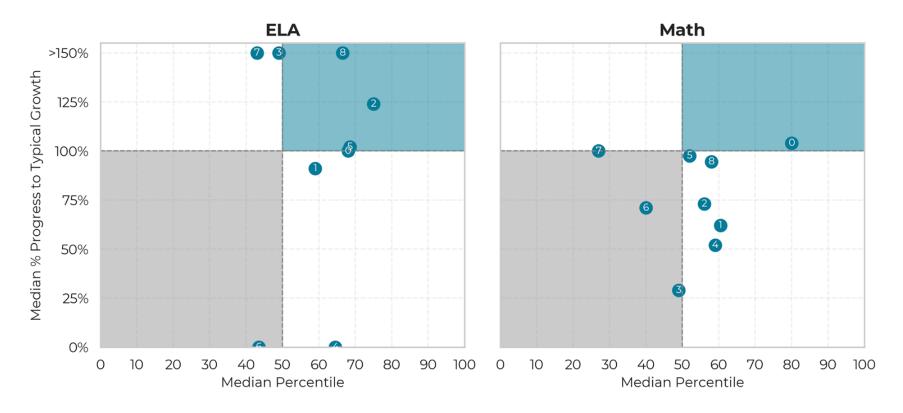


i-Ready Percentile vs. Growth by Grade (2025)

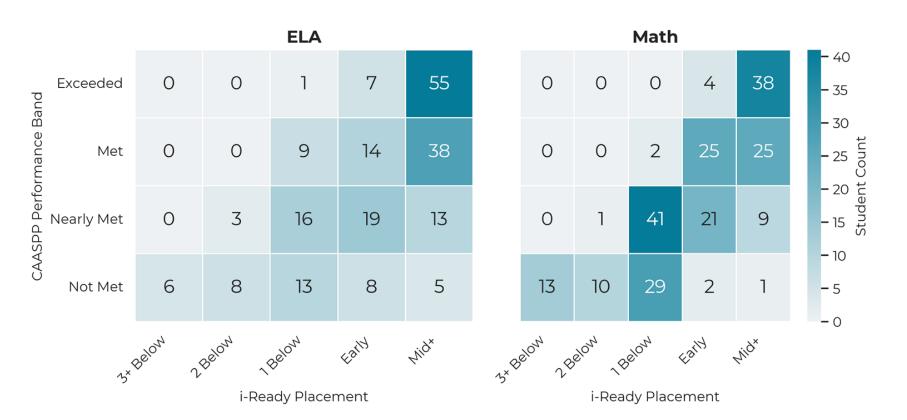


Element Education - Coverning Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM

i-Ready Percentile vs. Growth by Grade (2025)



CAASPP vs i-Ready Placement (Spring 2025)

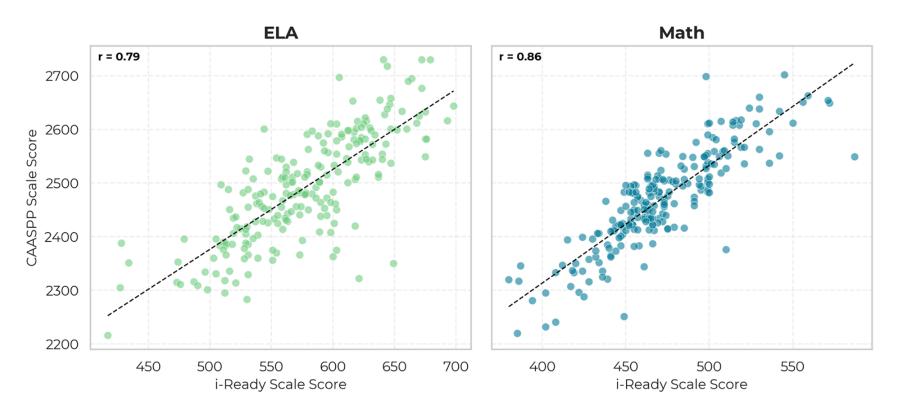


Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM

CAASPP vs i-Ready Placement (Spring 2025)

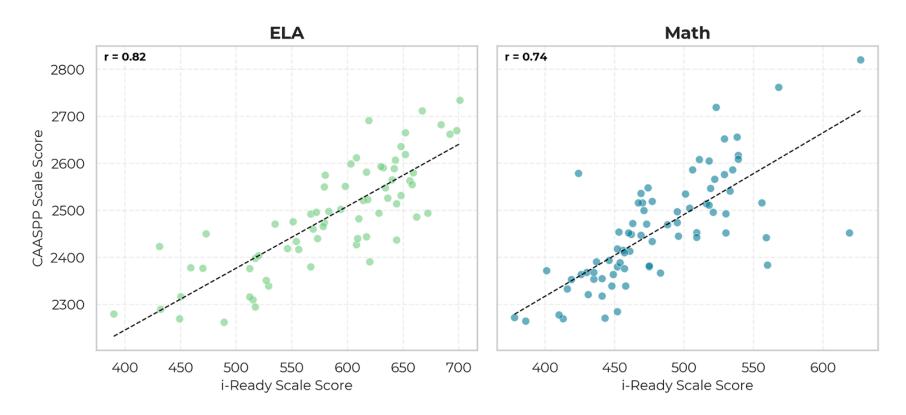


i-Ready vs CAASPP Scale Scores (Spring 2025)



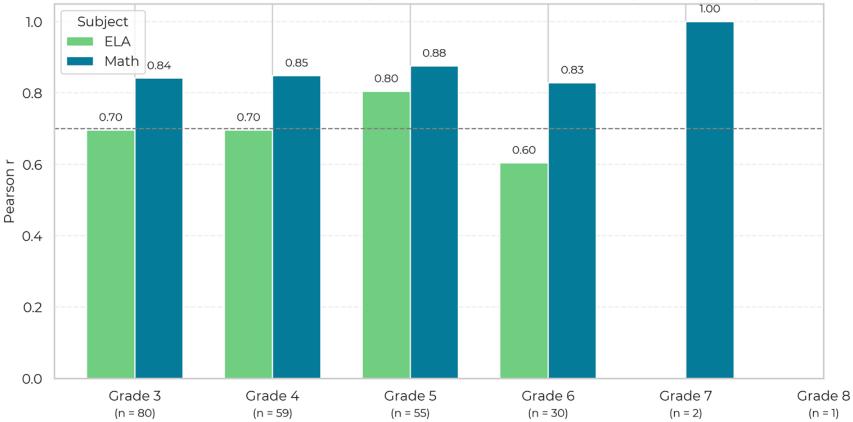
Element Education - Coverning Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM Dimensions Collaborative

i-Ready vs CAASPP Scale Scores (Spring 2025)

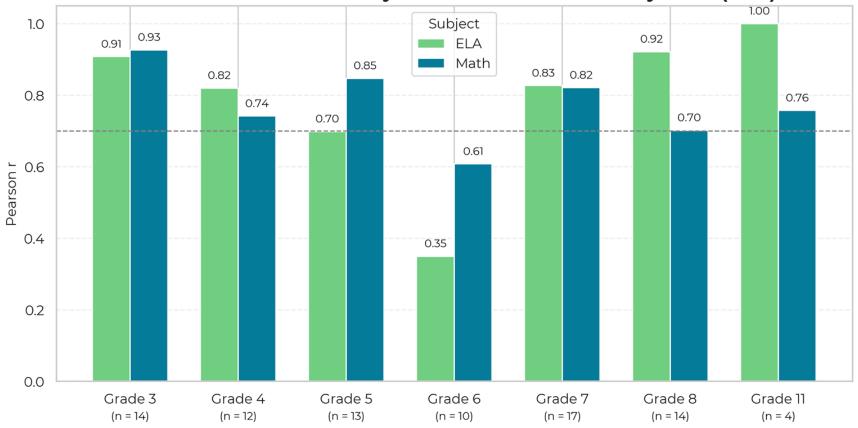


Community Montessori

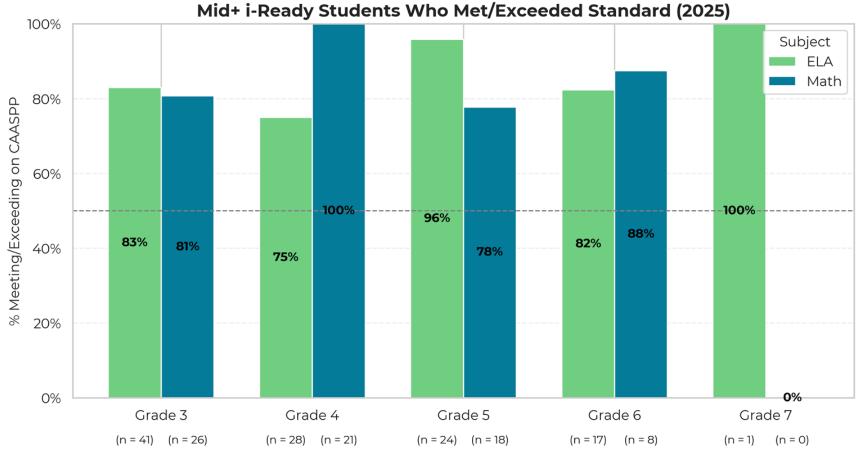
Correlation Between i-Ready and CAASPP Scale Scores by Grade (2025)

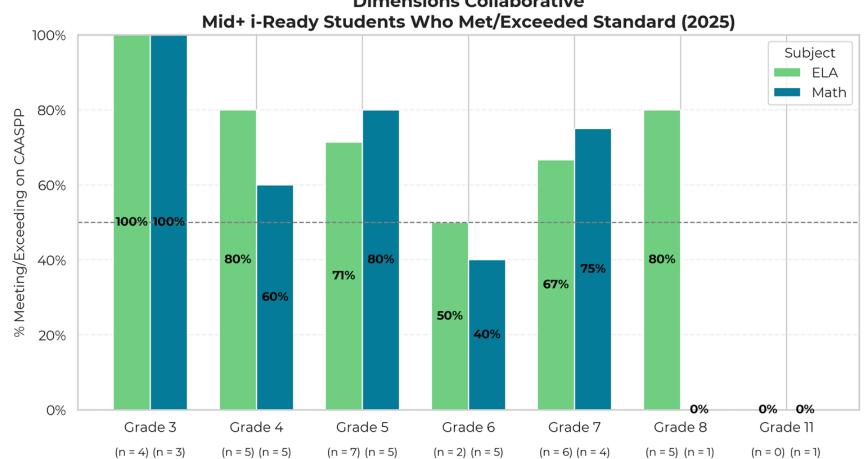


Correlation Between i-Ready and CAASPP Scale Scores by Grade (2025)

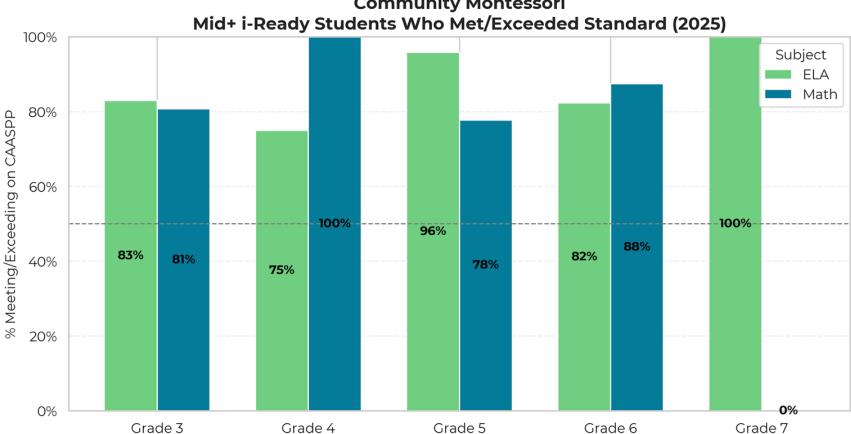








Element Education - Governing Board Meeting - Agenda - Friday December 5, 2025 at 12:00 PM **Community Montessori**



(n = 24) (n = 18)

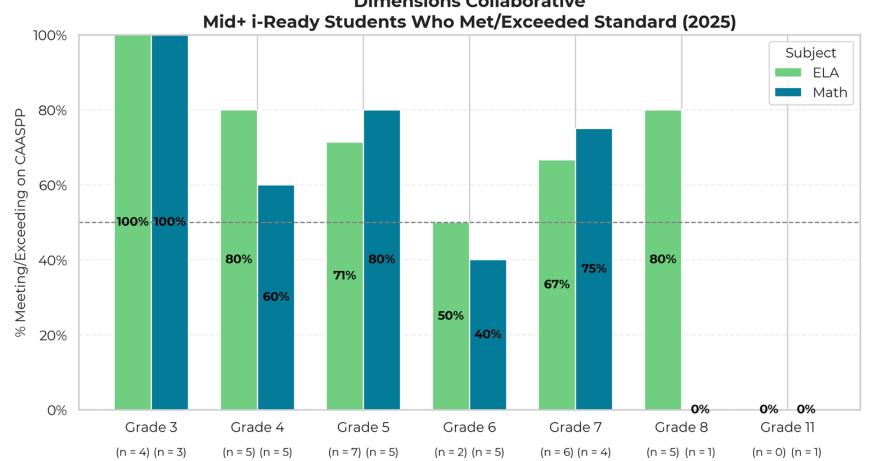
(n = 17) (n = 8)

(n = 1)

(n = 0)

(n = 28) (n = 21)

(n = 41) (n = 26)



Coversheet

Approval of September 26, 2025, Minutes

Section: IV. Approval of Consent Items

Item: A. Approval of September 26, 2025, Minutes

Purpose: Vote

Submitted by: Terri Novacek

Related Material: 1 9.26.25 Governing Board Minutes.pdf

BACKGROUND:

In accordance with the Brown Act, minutes are recorded at every Board meeting. The minutes are typed and presented to the Board at the following meeting for review and approval.

The meeting minutes for September 26, 2025, Regular Board Meeting are provided here for Board review.

RECOMMENDATION:

Approve the September 26, 2025, Governing Board Minutes.



MINUTES BOARD MEMBERS

Regular Board Meeting Element Education, Inc. September 26, 2025 11:30 A.M. Closed Meeting 12:00 P.M. Public Meeting Chris Nunley - President (June 2026)
Barbara Rohrer - Vice President (June 2027)
Suhas Subramanya-Clerk (June 2026)
Terry Breckenridge - Community Member (June 2027)
Amy Schaner-CM Parent Representative (June 2026)

NON-VOTING MEMBERS
Terri Novacek – Executive Director

LOCATION

1441 Montiel Road #143 1816 Oak Hill Drive 3751 Mary Lane 12370 Adobe Ridge Rd Escondido, CA 92026 Escondido, CA 92026 Escondido, CA 92026 Poway, CA 92064 4646 Mission Gorge Place 9580 Carlton Hills 6797 Embarcadero Lane 1800 North Broadway San Diego, CA 92120 Escondido, CA 92026 Santee, CA 92071 Carlsbad, CA 92011

1. OPENING PROVISIONS

A. Call to Order and Roll Call

11:30 a.m.

Members present: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya

Absent: A. Schaner

Secretary: T. Novacek

Recording Secretary: S. Michaels

- B. Mr. Hopps shared public comments expressing support for Community Montessori and Ms. Novacek regarding Closed Session Item 2.a, Executive Director Contract. Ms. Novacek then read a public comment submitted by Mr. Aaron Lawler opposing Closed Session Item 2.a, Executive Director Contract.
 - C. Adjourn to Closed Session

11:36 a.m.

2. CLOSED SESSION

3. PUBLIC SESSION

Noon

- A. Call to Order and Establishment of Quorum
- B. Mr. Subramanya led the Pledge of Allegiance.
- C. Approval of Agenda

MSC (Rohrer/Subramanya) to approve the agenda. Motion passed (4-0) **Ayes**: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya **Nays**: None **Abstain**: None



D. Mr. Nunley reported that the Board is pleased with the direction of Element Education and approved an extension of Executive Director Terri Novacek's contract.

4. RECOGNITIONS AND PRESENTATIONS

- A. Mr. Johnson recognized DCS Tech Lab Assistants, Dann Santos and Lam Nguyen, for their recent work with students.
 - B. Mr. Otte presented updates and activities within CM.
 - C. Mr. Johnson presented updates and activities within CM.
 - D. Ms. Sestina shared Student Services presentation with the Board.

5. COMMUNICATIONS - Agenda and Non-Agenda Items

A. Tatiana Lawler expressed her disapproval of receiving a cease and desist for defamation from Element Education.

Adam Hopps, Dani Dell-Christy, Melissa McGinnis, Jennifer Butner, Brianne Cartwright, and Rebecca Finney shared public comments expressing their support for the Community Montessori program and administrative staff.

B. Ms. Novacek reported that the San Diego County Office of Education (SDCOE) completed its due diligence review of the complaint submitted by Mr. and Mrs. Lawler and found that Element Education complied with applicable laws, charter policies, and internal protocols and procedures. Ms. Novacek shared that she recently presented the scenario during a Title IX seminar conducted by a law firm, and they confirmed that the complaints were handled lawfully and that Element Education went above and beyond the required legal standards.

6. APPROVAL OF CONSENT ITEMS

- A. Approval of Meeting Minutes on August 22, 2025.
- B. Approval of Check Runs for August 2025.

MSC (Rohrer/Subramanya) to approve the Consent Items. Motion passed (4-0) **Ayes**: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya **Nays**: None **Abstain**: None

7. INFORMATION ITEMS - NO ACTION

- A. Chief Business Officer Report
 - 1. Mr. Miller presented current financial information for Community Montessori and Dimensions Collaborative School.
 - 2. Mr. Miller provided recap of the Compensation meeting held on September 12, 2025.
 - 3. Mr. Miller reported on recent technology projects and updates.



B. Director of Human Resources Report

- 1. Ms. Sihota reviewed her written report on recent hires and current openings.
- 2. Ms. Sihota reviewed her written report on employees who engaged in formal professional learning since the last board meeting.

C. Chief Operations Officer Report

- 1. Mr. Yung reported on the status of recent facility improvements.
- 2. Mr. Yung shared a report on resource management projects and improvements.

D. Executive Director Report

- 1. Ms. Novacek shared 98% of the Professional Learning Plan of Records have been completed and staff is ready to begin working on the new Learning Management System.
- 2. Ms. Novacek shared that there is nothing new to report on legislative bills that would impact Element Education schools.

8. ACTION ITEMS

A. Element Education

1. Approval of Revised Policies: Conflict of Interest and Board Membership

MSC (Rohrer/Breckenridge) to approve Revised Policies. Motion passed (4-0) **Ayes**: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya **Nays**: None **Abstain**: None

2. Approval of Al Usage Policy

MSC (Subramanya/Breckenridge) to approve the Al Usage Policy. Motion passed (4-0) **Ayes**: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya **Nays**: None **Abstain**: None

3. Approval of Broadway Lease Extension

MSC (Breckenridge/Rohrer) to approve the Broadway Lease Extension. Motion passed (4-0) **Ayes**: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya **Nays**: None **Abstain**: None

B. Community Montessori

1. Approval of iReady Diagnostics Renewal

MSC (Rohrer/Breckenridge) to approve iReady Diagnostics. Motion passed (4-0) **Ayes**: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya **Nays**: None **Abstain**: None



- C. Dimensions Collaborative School
 - 1. Approval of iReady Diagnostics Renewal
 - 2. Consideration of SAVVAS Renewal Quote

MSC (Subramanya/Rohrer) to approve iReady Diagnostics Renewal and SAVVAS Renewal Quote. Motion passed (4-0) Ayes: C. Nunley, T. Breckenridge, B. Rohrer, S. Subramanya Nays: None Abstain: None

9. FUTURE AGENDA ITEMS

- Advisory Council Report
- Student Performance Data (CAASSP)

Ms. Novacek shared t		ting a quorum for the October meeting and er notice of a reschedule or cancellation.	d
Date:	October 31, 2025		
Locatio	n: Administrative Offices		
	1441 Montiel Road #143		
	Escondido, CA 92026		
Time:	11:30 AM Closed Meeting		
	12:00 PM Public Meeting		
11. ADJOURNMENT		1:03 p.m.	
		Date	
Board President			
		Date	
Board Secretary			

Coversheet

Approval of September Check Run

Section: IV. Approval of Consent Items

Item: B. Approval of September Check Run

Purpose: Vote

Submitted by: Terri Novacek

Related Material: September 2025 Check Run.pdf

BACKGROUND:

The Chief Business Officer provides a report on the status of the organization's finances monthly.

Attached is the September 2025 check run for Board review.

EdTec Network : Element Education, Inc. AP Bill Payments

September 1, 2025 - September 30, 2025

A listing of bill payments

Date	Check Number		Memo	Paid
9/5/2025	110201	San Diego Community College District	Precalculus looseleaf with MyMathLab access code	\$413.51
9/5/2025	110202	Dina Emser Professional Leadership Coach	Invoice for parent coaching virtual class enrollments	\$1,598.00
9/5/2025	110203	Curiosity Chronicles	Invoice for Early Modern History books and student guides	\$77.98
9/5/2025	110204	Ramesh, Vidya	Employee expense report for Live Scan service	\$74.00
9/5/2025	110205	Lawrence, Summer	Order for college curriculum materials	\$231.45
9/5/2025	110206	Michaels, Susan	Employee expense report for back to school events	\$106.50
9/5/2025	110207	Alison's Montessori	Customer ID 13324	\$70.92
9/5/2025	110208	Aelott Air Conditioning	Air conditioning diagnostic and filter change services	\$2,347.01
9/5/2025	110209	Office Depot, Inc.	Invoice for primary journals and office supplies	\$1,875.76
9/5/2025	110210	Top Notch Catering, LLC	Catering services for Community Montessori schools	\$4,251.88
9/5/2025	110211	Waste Management of El Cajon - San Diego	Account 131-0192896-1584-1	\$316.87
9/5/2025	110212	Transparent Classroom	Invoice for Montessori classroom record keeping services	\$836.52
9/5/2025	110213	Arashi Brazilian Jiu-jitsu	Batch payment report for Brazilian Jiu-jitsu services	\$300.00
9/5/2025	110214	LearnersByNature	Batch payment report for various student services	\$840.00
9/5/2025	110215	Smith, Ruth	Batch payment report for music studio services	\$170.00
9/5/2025	110216	Allen, Andrew	Batch payment report for music studio services	\$960.00
9/5/2025	110217	EDCO Waste & Recycling Service	Waste and recycling services for August	\$285.65
9/5/2025	110218	Otte, Samantha	Invoice for training and support services	\$2,010.00
9/5/2025	110219	Logic of English, Inc.	Invoice for online supplement and tax on sales	\$19.99
9/5/2025	110220	Elemental Science, Inc.	Invoice for science experiment kit and shipping	\$52.79
9/5/2025	110221	Art of Problem Solving	Invoice for BAO Yearly subscription	\$764.94
9/5/2025	110222	Singapore Math Inc.	Invoice for Dimensions Math textbooks, workbooks, and teacher's guides	\$1,471.60
9/5/2025	110223	Excellence in Writing	Invoice for Structure and Style for Students	\$809.22
9/5/2025	110224	All About Learning Press, Inc.	All About Reading Level 3 Materials invoice	\$1,381.37
9/5/2025	110225	Oak Meadow Inc.	Invoice for composition and creative writing materials	\$274.14
9/5/2025	110226	Rainbow Resource Center	Invoice for Physics Lab Kit and shipping	\$924.27
9/5/2025	110227	Sparkletts	23915555762122	\$19.45
9/5/2025	110228	MEL Science US LLC	MEL Physics 6-kit bundle and accrued school sales taxes	\$323.07
9/5/2025	110229	Teacher Synergy, LLC	Purchase order for 3rd and 4th Grade Spiral Math Review	\$275.33
9/5/2025	110230	Attainment Company	Invoice for Access Algebra Curriculum with shipping and taxes	\$393.50
9/5/2025	110231	Thinkwell Corporation	Invoice for 6th Grade Math materials and shipping	\$554.39
9/5/2025	110232	Vex Robotics, Inc.	VEX GO Education Kit and VEX IQ Education Bundle	\$12,579.72
9/5/2025	110233	Western Psychological Services (WPS)	Customer 154697	\$134.80
9/5/2025	110234	Demme Learning School Sales	Customer# 0078992	\$69.50
9/5/2025	110235	Home Science Tools	Invoice for Iron Metal Filings and Catalog	\$71.55
9/5/2025	110236	Time4Learning.com	Invoice for Time4Learning monthly membership subscriptions	\$5,125.00
9/5/2025	110237	JJJ Enterprises	DEHES	\$120.00
9/5/2025	110238	North San Diego Business Chamber	Annual membership investment for North San Diego Business Chamber	\$335.00
9/5/2025	110239	GoTo Communications Inc.	Monthly service and equipment charges for GoToConnect	\$915.50
9/5/2025	110240	City of Escondido- Fire	Fire and Life Safety Inspection for Dimensions Collaborative Charter School	\$698.00
9/5/2025	110241	Young, Minney & Corr, LLP	Legal services for general matters and Lawler family complaints	\$10,222.50
9/5/2025	110242	Jostens	Diploma and fulfillment services for Dimensions Collaborative School	\$38.93
9/5/2025	110243	San Diego Charter Inc.	Invoice for two passenger buses to Midway Museum	\$2,500.00
9/12/2025	110244	Franco, Magdalena	Check request for final payment to Magdalena Franco	\$680.16
9/12/2025	110245	Activities For Learning, Inc.	393519	\$22.75
9/12/2025	110246	AED Professionals	Invoice for AED replacement kits and electrodes	\$598.00
9/12/2025	110247	Aelott Air Conditioning	Commercial diagnostic and repair for air conditioning units	\$375.00
9/12/2025	110248	Alison's Montessori	Customer ID 13324	\$578.31
9/12/2025	110249	Amazon Capital Services	A1EJCAJXOWH87N	\$28,474.67
9/12/2025	110249	Anything Goes Promotions	Tote bags and additional charges for Element Education	\$3,051.48
9/12/2025	110251	; 0	Invoice for BAO Yearly subscription	\$99.99
9/12/2025	110252	Art of Problem Solving AT&T - 9391002094	Monthly statement for telecommunication services	\$5.68
9/12/2025	110253	Brave Writer LLC	Invoice for writing programs and materials	\$664.00
9/12/2025	110254	Bridge The Gap Sped, LLC	Invoice for Joanna Beltran position buyout	\$844.75
			•	
9/12/2025	110255	Caster Family Trust	Invoice for toilet repair and SDGE charges	\$814.15
9/12/2025	110256	Catalina Island Camps, Inc.	Deposit for CELP trip for middle school students	\$3,228.00
9/12/2025	110257	City of Escondido - Alarm Registration	Alarm permit and false alarm fees	\$50.00
9/12/2025	110258	Corodata Records Management, Inc.	016540	\$292.63
9/12/2025	110259	Cox Communications - Mary Lane	001 3110 068572301	\$424.31
9/12/2025	110260	Cox Communications San Diego - Santee	001 3110 052439201	\$384.31
9/12/2025	110261	Cox Communications San Diego - (Linda Vi:	001 3110 112593201-4688	\$627.83
9/12/2025	110262	Cox Communications San Diego - Apt 143	001 3410 123567301	\$3,000.65
	110263	Cox Communications San Diego - Carlsbad	001 3110 123574001	\$711.77
9/12/2025				**
9/12/2025 9/12/2025 9/12/2025	110264 110265	Cox Communications San Diego - Ste 143 Cox Communications San Diego- Mission G	001 3410 110240101 001 3110 123567401	\$399.53 \$532.70

1

EdTec Network : Element Education, Inc. AP Bill Payments

September 1, 2025 - September 30, 2025

Date	Check No	umber Company Name	Memo	Paid
9/12/2025	110266	Cox Communications San Diego- Oak Hill	001 3410 073337102	\$384.31
9/12/2025	110267	Cox Communications San Diego- Poway	001 3110 053765001	\$384.31
9/12/2025	110268	Demme Learning School Sales	Customer# 0078992	\$259.06
9/12/2025	110269	DriversEd.com	Invoice for Bulk Buy - Teen DE	\$39.95
9/12/2025	110270	EdTec Inc.	Monthly CALPADS back office services	\$879.81
9/12/2025	110271	Escondido Disposal Inc.	Waste and recycling services for August	\$640.24
9/12/2025	110272	Excellence in Writing	Invoice for U.S. History-Based Writing Lessons and Fix It! Grammar	\$481.66
9/12/2025	110273	FHEG Palomar Community College Booksto	Invoice for Knewton alta Single Term Access and Digital Delivery Fee	\$59.99
9/12/2025	110274	Firehawk Corporation	Fire and safety equipment and service	\$530.98
9/12/2025	110275	Generation Genius, Inc.	Educational streaming video and lesson subscription	\$1,995.00
9/12/2025	110276	Guided Discoveries, Inc.	Deposit for Fox Landing	\$5,160.00
9/12/2025	110277	Highline Charter, Inc.	Bus deposit for Camp Marston transportation	\$6,250.75
9/12/2025	110278	Hofman Planning & Engineering	Planning and engineering services for project submittal and progress tracking	\$997.50
9/12/2025	110279	Home Science Tools	Invoice for middle school physics sets and lab kits	\$564.35
9/12/2025	110280	Isolved Benefit Services	Benefit Services administrative service for Element Education Inc	\$88.76
9/12/2025	110281	Jostens	Invoice for diplomas and fulfillment services	\$38.93
9/12/2025	110282	Kid Advance Inc.	Invoice for Montessori products and educational materials	\$93.56
9/12/2025	110283	King Chavez Neighborhood of Schools	Credential Program - Year 2 - Multiple Subject	\$4,000.00
9/12/2025	110284	Knight Security & Fire Systems	Security monitoring and connect services for multiple locations	\$352.00
9/12/2025	110285	Lakeshore Learning Materials	Invoice for classroom supplies with shipping and tax	\$28.53
9/12/2025	110286	Learning Without Tears	Invoice for Keyboarding Success materials	\$11.00
9/12/2025	110287	Lockman, Traci	030	\$350.00
9/12/2025	110288	Logic of English, Inc.	Invoice for student workbooks, flash cards, and spelling journals	\$1,296.72
9/12/2025	110289	Maritime Museum of San Diego	Deposit for DCS Maritime Museum overnight field trip	\$300.00
9/12/2025	110290	Marsh & McLennan Agency LLC	Element Education, Inc.	\$3,516.00
9/12/2025	110291	NCS Pearson, Inc.	Customer 1257324	\$1,198.47
9/12/2025	110292	Nicole the Math Lady, LLC	Invoice for 1 Math Pass	\$1,264.00
9/12/2025	110293	Nunley, Chris	Board Reimbursement Requisition Form	\$120.00
9/12/2025	110294	Office Depot, Inc.	Office supplies and general business solutions	\$1,150.57
9/12/2025	110295	Positive Discipline Association	PDC Certificate Fees for Lois Ingber	\$650.00
9/12/2025	110296	Procopio, Cory, Hargreaves & Savitch LLP	Professional services rendered through June 30, 2025	\$16,764.00
9/12/2025	110297	Rainbow Resource Center	Invoice for books and educational materials	\$888.40
9/12/2025	110298	San Diego Gas & Electric - D.O. (143)	0018-9130-2276-8	\$2,001.08
9/12/2025	110299	San Diego Gas & Electric - MV (103B)	2100-0085-7674-8	\$367.05
9/12/2025	110300	San Diego Gas & Electric - MV (PI 101)	2100-0085-9450-1	\$331.88
9/12/2025	110301	San Diego Gas & Electric - Suite 145	0003-6390-8776-6	\$1,100.86
9/12/2025	110302	San Diego Gas & Electric- MV (PI 103C)	0030-4805-3026-3	\$342.71
9/12/2025	110303	San Diego Gas & Electric- MV (PI B)	0031-8696-4020-2	\$981.87
9/12/2025	110304	Sanders, Hannah	Reimbursement	\$78.00
9/12/2025	110305	Schaner, Amy	Board Reimbursement Requisition for August	\$120.00
9/12/2025	110306	Schools First Plan Admin LLC	403B/457/401A Contributions for multiple employees	\$45,931.59
9/12/2025	110307	Smith, Wilborne F.	Landscape maintenance and tree trimming services	\$525.00
9/12/2025	110308	Soares, Marvin	Reimbursement	\$97.68
9/12/2025	110309	Softchoice Corporation	Invoice for M365, Defender, SQL Server, and Azure prepayment	\$26,467.31
9/12/2025	110310	•	Essentials in Writing SECOND EDITION Level 2 Textbook, Teacher Handbook	\$137.05
9/12/2025	110311	Subramanya, Suhas	Board Reimbursement Requisition Form for August 2025	\$120.00 \$303.74
9/12/2025 9/12/2025	110312 110313	Teaching Teythooks Inc	Kindergarten Morning Work and Bell Ringers	
9/12/2025	110313	Teaching Textbooks Inc. Team Viewer GmbH	Invoice for Math 7 Digital Course	\$104.90 \$729.80
9/12/2025	110314	West Coast Design & Consulting, Inc.	TeamViewer Business and Servicecamp subscription Invoice for Norwalk coordination and soft submittal drafting services	\$3,547.50
9/12/2025	110315	1st Choice Backflow	Backflow test and recertification services	\$3,547.50
9/19/2025	110317	Activities For Learning, Inc.	RightStart Math eBooks and e-Worksheets	\$120.00
9/19/2025	110319	Activities For Learning, Inc. Aelott Air Conditioning	Air conditioning and heating services for condensate drain lines	\$895.19
9/19/2025	110319	Alan A Brown Jr	Video production services for Dimensions Collaborative feature	\$360.00
9/19/2025	110320	All About Learning Press, Inc.	Invoice for educational books and materials	\$3,769.11
9/19/2025	110321	Amazon Capital Services	A1EJCAJXOWH87N	\$15,892.32
9/19/2025	110322	Art of Problem Solving	Invoice for Beast Academy books and economy shipping	\$400.43
9/19/2025	110324	ASIFP, Inc.	Fire Extinguisher Annual Inspection & Certification	\$50.00
9/19/2025	110325	Atos Jiu-Jitsu	Batch payment report for student services	\$219.95
9/19/2025	110326	Attainment Company	Invoice for educational materials and software	\$234.52
9/19/2025	110327	Calming Bee	Batch payment report for student services	\$77.00
9/19/2025	110327	Cintas Corporation #055	Account statement for various services	\$856.52
9/19/2025	110329	CrunchLabs	Build Box Subscription for Luke Dorsey	\$354.92
9/19/2025	110330	CubeSmart- Escondido	5003064655	\$458.00
9/19/2025	110331	Curiosity Chronicles	Invoice for Ancient History 2nd Edition print curriculum package and shipping	\$198.00
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EdTec Network : Element Education, Inc. AP Bill Payments

September 1, 2025 - September 30, 2025

Date	Check Nur		Memo	Paid
9/19/2025	110332	Curriculum Associates LLC	0794145	\$181.04
9/19/2025	110316	Deskins, Skyler	Check request for final pay and PTO buyout	\$428.62
9/19/2025	110333	Excellence in Writing	Invoice for U.S. History-Based Writing Lessons and Grammar books	\$3,427.67
9/19/2025	110334	Front Row Center Inc	Batch payment report for student services	\$299.00
9/19/2025	110335	Hive Online Presence Management LLC db	Online presence management for Level 5 / Fifth Grade Full Bundle	\$416.00
9/19/2025	110336	Home Science Tools	Science tools and workbooks for educational purposes	\$209.95
9/19/2025	110337	Kajeet, Inc	Sales invoice for student unlimited monthly plans	\$5,002.50
9/19/2025	110338	Learning Without Tears	Invoice for Printing Power 2022 Student Edition	\$32.56
9/19/2025	110339	Leonard, Karin	Batch payment report for student services	\$220.00
9/19/2025	110340	Lloyd Pest Control	Commercial service program for pest control	\$101.00
9/19/2025 9/19/2025	110341	Logic of English, Inc.	Invoice for student workbooks, readers, spelling journals, and shipping	\$2,575.92
	110342 110343	Lopez, Stephany	Live Scan and Fingerprinting Services	\$79.00
9/19/2025 9/19/2025	110343	Marsh & McLennan Agency LLC	Element Education, Inc. Batch payment report for music services	\$1,187.00 \$420.00
9/19/2025	110344	Matuszczak, Anna M. MEL Science US LLC	MEL Chemistry 6-kit bundle and sales tax	\$646.21
9/19/2025	110343	Miacademy, Mia Prep, Always Ice Cream &	MiaPrep Annual Membership for Cooper Anderson	\$390.00
9/19/2025	110340	Montessori Outlet	Customer# C000016	\$149.34
9/19/2025	110348	MoxieBox Art	Art kits for various grade levels	\$193.68
9/19/2025	110349	Oak Meadow Inc.	Invoice for Human Anatomy Coloring Book and Creative Writing	\$659.86
9/19/2025	110350	Padre Dam M.W.D	Acct. 053494-23307550	\$982.69
9/19/2025	110351	Peterson, Shannon	Batch payment report for piano lessons	\$152.00
9/19/2025	110352	Rainbow Resource Center	Invoice for educational books and materials	\$3,442.23
9/19/2025	110353	San Diego Gas & Electric - Oak Hill	0068-6309-2224-6	\$2,212.26
9/19/2025	110354	San Diego Gas & Electric - Santee	3565 358 888 1	\$1,795.02
9/19/2025	110355	San Diego Gas & Electric - Suite 145	0003-6390-8776-6	\$1,809.13
9/19/2025	110356	San Diego Gas & Electric- Poway	4768 764 856 5	\$1,410.52
9/19/2025	110357	Sanders, Hannah	CPR/AED/First Aid Certification registration receipt	\$53.00
9/19/2025	110358	Schaumann, Emily	Batch payment report for student services	\$225.00
9/19/2025	110359	Scholastic, Inc	Account 7316714	\$105.48
9/19/2025	110360	Schools First Plan Admin LLC	403B/457/401A Contributions for Element Education Inc.	\$21,964.50
9/19/2025	110361	Shred-it	Shred-it regular service for off-site paper disposal	\$129.82
9/19/2025	110362	Singapore Math Inc.	Invoice for various Dimensions Math textbooks, workbooks, and guides	\$785.23
9/19/2025	110363	Stephens Educational Services, LLC	Invoice for educational materials and online video subscription	\$448.75
9/19/2025	110364	Swiftkick Martial Arts Inc	Batch payment report for martial arts services	\$478.00
9/19/2025	110365	Teacher Synergy, LLC	Invoice for 1st and 2nd Grade Morning Work & Bell Ringers	\$57.25
9/19/2025	110366	The Autism Helper, Inc.	Invoice for leveled daily curriculum for language arts, science, social studies	\$300.00
9/19/2025	110367	Therapro Inc	Invoice for kinesthetic writing system and shipping	\$198.00
9/19/2025	110368	Thinkwell Corporation	Invoice for Algebra 1 subscription	\$845.00
9/19/2025	110369	Tools to Grow	One year individual membership to Tools to Grow	\$66.99
9/19/2025	110370	White Tigers Security Services	Security services for a board meeting	\$255.00
9/19/2025	110371	William H. Sadlier, Inc.	Account 1879444	\$154.80
9/19/2025 9/25/2025	110372 110373	Xerox Corporation - D.O. Porter, Joseph	Invoice for contract payment and sales/use tax	\$1,923.18 \$5,586.00
9/26/2025	110373	Activities For Learning, Inc.	Check request for final payment and benefits reimbursement RightStart Math Level B Worksheets Second Edition PDF	\$27.75
9/26/2025	110374	All About Learning Press, Inc.	All About Reading Level 2 Materials invoice	\$452.85
9/26/2025	110373	Amazon Capital Services	All About Reading Level 2 Materials invoice A1EJCAJXOWH87N	\$8,927.23
9/26/2025	110377	Art of Problem Solving	Invoice for BAO Yearly subscription	\$99.99
9/26/2025	110378	Auriel's Light	Waldorf Essentials Grade 3 Hard Copy curriculum	\$300.00
9/26/2025	110379	BBD Properties, LLC	Carlsbad Rent for October 2025	\$36,452.78
9/26/2025	110380	BG Consolidated	Check request for October 2025 Escondido rent	\$19,904.20
9/26/2025	110381	BrainPOP LLC	BrainPOP K-8 School plus ELL Bundle subscription	\$5,940.00
9/26/2025	110382	Brave Writer LLC	Boomerang Subscription for 2025-2026	\$149.00
9/26/2025	110383	Busy Bees Locks & Keys Inc.	Locksmith services including rekeying and panic bar removal	\$473.61
9/26/2025	110384	Caster Family Enterprises, Inc.	Rent and HVAC maintenance for Mission Valley 2	\$9,250.30
9/26/2025	110385	Caster Family Trust	Monthly rent and HVAC maintenance for Mission Valley property	\$14,553.76
9/26/2025	110386	Children's Nature Retreat Foundation	Invoice for a school field trip for students and chaperones	\$2,040.00
9/26/2025	110387	City Of Carlsbad- Utility	05012465-00	\$406.47
9/26/2025	110388	City of Escondido - Utility Billing	Water and monthly service charges for utility billing	\$465.64
9/26/2025	110389	County Building Services, Inc.	Building services for door replacement and frame repair	\$4,465.64
9/26/2025	110390	CrunchLabs	Hack Pack Subscription for Element Education, Inc.	\$7,669.08
9/26/2025	110391	Demme Learning School Sales	Customer# 0078992	\$158.61
9/26/2025	110392	Dina Emser Professional Leadership Coach	Invoice for educational consulting with lead team	\$750.00
		EM Panafita	Invoice for administrative fees and legal plan benefits	£1// 00
9/26/2025	110393	EM Benefits		\$144.00
	110393 110394 110395	First Congregational Church of Escondido Front Row Center Inc	Check request for Broadway rent for October 2025 Acting and improv classes for Dimensions Collaborative School	\$5,082.86 \$1,458.32

EdTec Network : Element Education, Inc. AP Bill Payments

September 1, 2025 - September 30, 2025

Date	Check Number	Company Name	Memo	Paid
9/26/2025	110396	Gradisnean, Inc.	Check request for rent payment for October 2025	\$14,710.32
9/26/2025	110397	Home Depot Credit Services	Commercial account activity statement for various purchases	\$4,718.27
9/26/2025	110398	Home Science Tools	Invoice for science lab kit, textbook, and student notebook	\$237.40
9/26/2025	110399	Instant Imprints	Shirts and hoodies for Community Montessori spirit wear	\$4,029.84
9/26/2025	110400	Jostens	Invoice for diplomas and fulfillment services	\$38.93
9/26/2025	110401	Kaiser Foundation Health Plan	Health coverage for Element Education Inc. for October 2025	\$111,291.49
9/26/2025	110402	Kerepeszki, Cynthia (P)	Reimbursement for academic intervention and vision therapy sessions	\$1,855.00
9/26/2025	110403	KiwiCo, Inc.	Invoice for various educational memberships and kits for Element Education	\$11,509.86
9/26/2025	110404	Literacy Resources, LLC	Invoice for educational curriculum and materials	\$289.28
9/26/2025	110405	Marsh & McLennan Agency LLC	Element Education, Inc.	\$3,516.00
9/26/2025	110406	MEL Science US LLC	MEL Chemistry 6-kit bundle and sales tax	\$323.07
9/26/2025	110407	MetLife - Group Benefits	KM05985459 0001	\$11,929.28
9/26/2025	110408	Montessori Research & Development	Invoice for Montessori curriculum materials and shipping	\$48.23
9/26/2025	110409	Montessori Services	Invoice for Grace and Courtesy - A Picture Guide	\$30.46
9/26/2025	110410	Moving Beyond the Page	Invoice for Language Arts and Science educational packages	\$198.16
9/26/2025	110411	MoxieBox Art	Invoice for art kits for various grade levels	\$398.14
9/26/2025	110412	NCS Pearson, Inc.	Customer 1257324	\$373.53
9/26/2025	110413	Oak Meadow Inc.	Invoice for 7th Grade Earth Science Teacher Manual and Sales Tax	\$81.65
9/26/2025	110414	Office Depot, Inc.	Invoice for nameplate and coupon discount	\$549.70
9/26/2025	110415	Open-Up Resources	Invoice for educational resources and course materials	\$476.26
9/26/2025	110416	Pandia Press, Inc.	Invoice for History Quest US History Study Guide and shipping	\$72.64
9/26/2025	110417	Pelullo-Willis, Mariaemma	Invoice for 400 Observation Self-Portraits shipped	\$1,600.00
9/26/2025	110418	Rainbow Resource Center	Invoice for educational books and materials	\$3,301.57
9/26/2025	110419	Reliance Standard Life Insurance Company	Life insurance premium statement for September 2025	\$1,056.54
9/26/2025	110420	San Diego County Office of Education	Invoice for Montessori reading and literacy books	\$892.45
9/26/2025	110421	San Diego Family Magazine	Customer ID 1573	\$1,575.00
9/26/2025	110422	San Diego Gas & Electric- Carlsbad	8461 085 798 9	\$1,877.14
9/26/2025	110423	Savvas Learning Company LLC	Account 2465600	\$697.64
9/26/2025	110424	School Pathways LLC	SIS, PLS, App & Lottery Annual Subscription Enrollment True Up	\$567.35
9/26/2025	110425	Schools Excess Liability Fund	Excess Liability Fund invoice for schools	\$40,857.60
9/26/2025	110426	Science Mom	Invoice for Physics 1 Mechanics	\$150.00
9/26/2025	110427	Shred-it	Shred-it regular service and surcharges	\$131.33
9/26/2025	110428	Singapore Math Inc.	Invoice for Dimensions Math textbooks, workbooks, shipping, and sales tax	\$160.27
9/26/2025	110429	Studies Weekly	Invoice for educational materials and supplies	\$260.56
9/26/2025	110430	Teacher Synergy, LLC	Invoice for Little 2nd Grade SOCIAL STUDIES Curriculum Bundle	\$403.47
9/26/2025	110431	Teaching Textbooks Inc.	Invoice for Pre-Algebra Digital Course	\$72.95
9/26/2025	110432	The Critical Thinking Co.	or eBooks: Colonies to Constitution, New Republic, Reconstruction, US History	\$215.43
9/26/2025	110433	Time4Learning.com	Time4Learning monthly membership subscription invoice	\$500.00
9/26/2025	110434	U.S. Bank	091525	\$17,905.42
9/26/2025	110435	Western Psychological Services (WPS)	Customer 154697	\$82.00
				\$680,893.13

Coversheet

Approval of October Check Run

Section: IV. Approval of Consent Items
Item: C. Approval of October Check Run

Purpose: Vote

Submitted by:

Related Material: October 2025 Check Run.xls.pdf

BACKGROUND:

The Chief Business Officer provides a report on the status of the organization's finances monthly.

Attached is the October 2025 check run for Board review.

EdTec Network : Element Education, Inc.

AP Bill Payments

October 1, 2025 - October 31, 2025

A listing of bill payments

Date	Check Number	Company Name	Memo	Paid
10/3/2025	110436	Aelott Air Conditioning	Air conditioning drain line obstruction clearing service and diagnostic fee	\$499.00
10/3/2025	110437	Agua Hedionda Lagoon Foundation	Field trip for 74 students at Agua Hedionda Lagoon Foundation	\$1,258.00
10/3/2025	110438	Amazon Capital Services	A1EJCAJXOWH87N	\$6,685.07
10/3/2025	110439	ARCHITECTS MOSHER DREW	Existing Facilities Assessment for North Escondido (Oak Hill) Campus	\$5,600.00
10/3/2025	110440	BookShark LLC	Educational science instructor guides, experiment books, and supplies kit	\$7,915.57
10/3/2025	110441	Busy Bees Locks & Keys Inc.	Locksmith services for rekeying locks and removing panic bars	\$337.50
10/3/2025	110442	Caster Family Trust	Invoice for SDGE utility charges for two accounts	\$559.47
10/3/2025	110443	City of Escondido - Accounts Receivable	Check request for payment of City of Escondido initial review fees	\$7,450.00
10/3/2025	110444	City of Escondido - Utility Billing	Monthly water service and backflow administration fees	\$523.19
10/3/2025	110445	CrunchLabs	Annual Build Box Subscription payment for educational materials	\$464.72
10/3/2025	110446	Curriculum Associates LLC	0794145	\$51,923.50
10/3/2025	110447	Design for Health Training Center	AHERA Building Inspector Course and CAL-OSHA Roster Registration Fee	\$645.00
10/3/2025	110448	EdTec Inc.	Monthly CALPADS Back Office services for October 2025	\$879.81
10/3/2025	110449	Snow, Emily	Employee expense report for mileage, travel, and meal reimbursements	\$200.69
10/3/2025	110450	Excellence in Writing	Writing curriculum materials and streaming access	\$377.13
10/3/2025	110451	Farcas, Emilia	Outschool reimbursement for Conversational Spanish classes	\$46.80
10/3/2025	110452	Flood Church	Facility use agreement fee for Trunk or Treat event	\$200.00
10/3/2025	110453	GoTo Communications Inc.	GoToConnect monthly service, phone numbers, minutes, and fees	\$915.91
10/3/2025	110454	History Unboxed, LLC.	History Unboxed Jomon and Islamic Empire educational boxes	\$1,679.57
10/3/2025	110455	Home Science Tools	Invoice for Physics Accelerate kit and associated freight charges	\$290.65
10/3/2025	110456	Lake, Tanya	Employee expense report for September 2025 travel mileage and meals	\$170.37
10/3/2025	110457	Learning Without Tears	Educational materials for Pre-K and student printing books	\$312.26
10/3/2025	110458	Lloyd Pest Control	Commercial Service Program for pest control services	\$121.00
10/3/2025	110459	Lockman, Traci	Professional services for September 2025 inquiry calls	\$125.00
10/3/2025	110460	Melendez, Martina	Reimbursement for YMCA Stage 2 Swim program	\$93.00
10/3/2025	110461	Menchaca, Jesse D	Landscape maintenance and irrigation repairs requested	\$975.00
10/3/2025	110462	Morrey, Cathrine	Music enrichment classes provided during September 2025	\$3,735.00
10/3/2025	110463	Nicole the Math Lady, LLC	1 Math Pass subscription for Xitlali Santoyo-Ruiz	\$79.00
10/3/2025	110464	Nunley, Chris	Board member reimbursement requisition for September 2025	\$120.00
10/3/2025	110465	Office Depot, Inc.	Invoice for office supplies and educational materials	\$124.46
10/3/2025	110466	Otte, Samantha	Montessori school coaching and weekly email services	\$3,120.00
10/3/2025	110467	Pitney Bowes - 0015453985	0015453985	\$246.59
10/3/2025	110468	Rainbow Resource Center	Invoice for marine biology texts, lab manual, and teacher guide	\$48.23
10/3/2025	110469	Reliance Standard Life Insurance Company	Employee insurance premium statement for October 2025 coverage	\$3,884.69
10/3/2025	110470	Schools First Plan Admin LLC	Check request for 403B, 457, and 401A employee contributions	\$22,293.18
10/3/2025	110471	Sea World	Reservation confirmation for Grades K-12 Field Trip Program	\$472.00
10/3/2025	110472	Singapore Math Inc.	Invoice for Primary Mathematics Home Instructor's Guide and Student Book	\$312.18
10/3/2025	110473	Softchoice Corporation	Veeam Data Cloud for Microsoft 365 renewal subscription	\$6,676.20
10/3/2025	110474	Studies Weekly	Invoice for California Studies Weekly: U.S. History and Geography	\$194.51
10/3/2025	110475	Subramanya, Suhas	Reimbursement request for September 2025 board expenses	\$120.00
10/3/2025	110476	Teacher Synergy, LLC	Purchase of graphic organizers for writing informational essays	\$74.25
10/3/2025	110477	Teaching Textbooks Inc.	Invoice for Geometry Digital Course purchase	\$218.85
10/3/2025	110478	Tennant, Jenna	Reimbursement for Benjamin Tennant's community college books	\$682.92
10/3/2025	110479	Terry Breckenridge	Board member reimbursement requisition for August 2025 expenses	\$120.00
10/3/2025	110480	The Great Books Foundation	Sales invoice for Series 4 Book 1 and 2 student and teacher bundles	\$806.44
10/3/2025	110481	Ventris Learning LLC	Invoice for UFLI Foundations Teacher Manual and Shipping & Handling	\$247.83
10/3/2025	110482	Wieser Educational	Invoice for child development workbooks and shipping	\$67.16
10/9/2025	110483	Aelott Air Conditioning	Invoice for AC diagnostic and R22 refrigerant addition services	\$1,044.51
10/9/2025	110484	Allen, Andrew	Batch payment report for September music services for multiple students	\$2,000.00
10/9/2025	110485	Amazon Capital Services	A1EJCAJXOWH87N	\$13,894.20
10/9/2025	110486	Arashi Brazilian Jiu-jitsu	Batch payment report for Brazilian Jiu-jitsu services for multiple students	\$920.00
10/9/2025	110487	Art of Problem Solving	Invoice for Beast Academy books and economy shipping	\$64.65
10/9/2025	110488	AT&T - 9391084563	9391084563; Santee	\$31.41
10/9/2025	110489	AT&T - 9391084564	9391084564; Poway	\$31.41
10/9/2025	110490	AT&T - 9391084565	9391084565; Mary Lane	\$38.79
10/9/2025	110491	AT&T - 9391084566	9391084566; Poway	\$31.41
10/9/2025	110492	AT&T - 9391084658	Monthly statement for telecommunication services	\$0.06
10/9/2025	110493	Atos Jiu-Jitsu	Batch payment report for Jiu-Jitsu services across three purchase orders	\$919.95
10/9/2025	110494	Barnes & Noble College Bookstore, LLC	Invoice for new textbooks, tax, and alternative tender payment	\$110.77
10/9/2025	110495	Beben, Whitney (P)	T Ball Pee Wee clinic reimbursement for Nolan Beben	\$65.25
10/9/2025	110496	BLICK art materials	Art materials, shipping charges, and sales tax	\$21.79
10/9/2025	110497	Brave Writer LLC	Registration for Gamers Write! class	\$641.00
10/9/2025	110498	Burke, Yessenia (P)	Swim class enrollment reimbursement for Ezekiel De La Torres	\$195.00
10/9/2025	110499	Calming Bee	Batch payment report for September student services	\$808.00
10/9/2025	110500	City of Carlsbad- Accounts Receivable	Permit fee for Plearty Fundraiser	\$81.90

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EdTec Network : Element Education, Inc.

AP Bill Payments

October 1, 2025 - October 31, 2025

Date	Check Nu	mber Company Name	Memo	Paid
10/9/2025	110501	City of Poway	34205500-01	\$1,259.96
10/9/2025	110502	Clark-Jijon, Steffani	Batch payment report for educational services provided to Poppy Scott	\$280.00
10/9/2025	110503	Corodata Records Management, Inc.	016540	\$317.29
10/9/2025	110504	Cox Communications - Mary Lane	001 3110 068572301	\$424.31
10/9/2025	110505	Cox Communications San Diego - Santee	001 3110 052439201	\$384.31
10/9/2025	110506	Cox Communications San Diego - (Linda \	v 001 3110 112593201-4688	\$627.83
10/9/2025	110507	Cox Communications San Diego - Apt 143	001 3410 123567301	\$3,014.95
10/9/2025	110508	Cox Communications San Diego - Carlsba	001 3110 123574001	\$711.77
10/9/2025	110509	Cox Communications San Diego - Ste 143	001 3410 110240101	\$399.53
10/9/2025	110510	Cox Communications San Diego- Mission	001 3110 123567401	\$532.70
10/9/2025	110511	Cox Communications San Diego- Oak Hill	001 3410 073337102	\$384.31
10/9/2025	110512	Cox Communications San Diego- Poway	001 3110 053765001	\$384.31
10/9/2025	110513	Demme Learning School Sales	Customer# 0078992	\$278.88
10/9/2025	110514	EDCO Waste & Recycling Service	Invoice for September waste, recycling, and organics service charges	\$285.65
10/9/2025	110515	Escondido Disposal Inc.	Waste service, recycling, and organics charges for September	\$640.24
10/9/2025	110516	Franco, Magdalena	Check request for final payment to Magdalena Franco	\$680.16
10/9/2025	110517	Gemstone Gymnastics	Batch payment report for multiple gymnastics services and POs	\$808.37
10/9/2025	110518	Indie Sol Enrichment	Batch payment report for enrichment services	\$225.00
10/9/2025	110519	Isolved Benefit Services	Invoice for FBA administrative service for September 2025	\$120.46
10/9/2025	110520	JN Music Studio	Batch payment report for September music studio services	\$1,750.00
10/9/2025	110521	Kerepeszki, Cynthia (P)	Reimbursement for two vision therapy sessions	\$360.00
10/9/2025	110522	Knight Security & Fire Systems	ial monthly security monitoring and cell/internet services for multiple locations	\$352.00
10/9/2025	110523	Learn Thru Movement Inc	Purchase of educational math and movement mats and kits	\$4,885.39
10/9/2025	110524	LearnersByNature	Batch payment report for educational services provided to multiple students	\$3,930.00
10/9/2025	110525	Lenovo (United States) Inc.	Purchase of ThinkStation P2 Tower Gen 2 and Premier Support	\$2,288.64
10/9/2025	110526	Literacy Resources, LLC	Invoice for Kindergarten literacy curriculum materials and shipping charges	\$107.90
10/9/2025	110527	Literature Comes to Life	2025134	\$750.00
10/9/2025	110528	Little Dell Music Studio	Batch payment report for music studio services	\$208.00
10/9/2025	110529	Logic of English, Inc.	SI-264372	\$30.47
10/9/2025	110530	Matuszczak, Anna M.	Batch payment report for September music services across multiple POs	\$980.00
10/9/2025	110531	Montessori Services	Purchase of small and large hemmed work rugs	\$1,136.79
10/9/2025	110532	Moving Beyond the Page	Complete Community Package educational materials and shipping	\$222.29
10/9/2025	110533	NCS Pearson, Inc.	Customer 1257324	\$1,255.13
10/9/2025	110534	Oak Meadow Inc.	Biology coursebook and teacher edition purchase with shipping	\$428.84
10/9/2025	110535	Oakes, Brian	September 2025	\$75.00
10/9/2025	110536	Office Depot, Inc.	Purchase of business supplies including a bottle and coupon discount	\$2,109.60
10/9/2025	110537	Peterson, Shannon	Batch payment report for September piano lessons for three students	\$444.00
10/9/2025	110538	Pitney Bowes	8000-9090-0131-7531	\$507.00
10/9/2025	110539	Que Tal Spanish	Spanish instruction services for Poway, Santee, Escondido, and Carlsbad	\$960.00
10/9/2025	110540	Rady Children's Hospital - San Diego	Mandated Hearing & Vision Screening services including travel and mileage	\$940.90
10/9/2025	110541	Rainbow Resource Center	Purchase of Saxon Geometry Homeschool Kit and educational materials	\$548.51
10/9/2025	110542	Reynolds, Aubrey (P)	YMCA swim class enrollment reimbursement for Marley Reynolds	\$79.00
10/9/2025	110543	Robinson, Rachel	Batch payment report for Melody Tree Studios educational services	\$170.00
10/9/2025	110544	Rockin' L&D Equine Education Services	Payment report for educational services from Rockin L & D Ranch	\$300.00
10/9/2025	110545	San Diego Gas & Electric - D.O. (143)	0018-9130-2276-8	\$1,867.47
10/9/2025	110546	San Diego Gas & Electric - MV (Pl 101)	2100-0085-9450-1	\$594.25
10/9/2025	110547	Schaumann, Emily	Batch payment report for educational services provided to student	\$225.00
10/9/2025	110548	School Food Solutions L3C	Monthly Food Service Administration for multiple locations, September 2025	\$4,140.00
10/9/2025	110549	Science Mom	Biology Bundle Bio 1 plus Bio 2 instructional materials	\$610.00
10/9/2025	110550	0: 14 (1)	Dimensions Math textbooks, workbooks, tests, and teacher's guides	\$673.27
0/9/2025	110551	Singapore Math Inc. Smith, Ruth	Batch payment report for various student music services in September	\$1,070.00
10/9/2025	110551	SoCal Chess Academy LLC	Batch payment report for SoCal Chess Academy services	\$260.00
10/9/2025	110553	Sparkletts	23915555762122	
10/9/2025	110553	Specialized Therapy Services	Audiology, DHH Virtual, and Speech Assistant services for August	\$28.43 \$1,349.95
0/9/2025		Swiftkick Martial Arts Inc	Batch payment report for martial arts services for multiple students	
0/9/2025	110555 110556		tering services for various Community Montessori locations September 2025	\$1,792.00 \$23,588.06
	110556	Top Notch Catering, LLC Transparent Classroom	Montessori Classroom Record Keeping Software and Services	\$23,588.00
0/9/2025		•	, g	. ,
0/9/2025	110558	Trapmaster by G & D	Grease trap cleaning and maintenance service charges	\$100.00
0/9/2025	110559	Twitchell, Laura	Batch payment report for tutoring services for multiple students	\$1,200.00
10/9/2025	110560	Villa Musica	Batch payment report for Villa Musica educational services	\$194.00
10/9/2025	110561	Waste Management of El Cajon - San Die	•	\$316.87
10/9/2025	110562	Wild Learning LLC	Purchase of Wild Math and Wild Reading educational materials	\$120.00
10/9/2025	110563	Wilson, Claire (P)	Reimbursement for September Beginner Gymnastics Class	\$132.00
	110564	Young, Minney & Corr, LLP	18602	\$1,896.00
10/9/2025 10/10/2025		Intriligator, Gina	Final Check	\$1,058.41

EdTec Network : Element Education, Inc.

AP Bill Payments

October 1, 2025 - October 31, 2025

Date	Check Number	Company Name	Memo	Paid
10/17/2025		1st Choice Backflow	Labor and testing services for backflow prevention device	\$225.00
10/17/2025	110567	Activities For Learning, Inc.	RightStart Mathematics Level B Worksheets Second Edition PDF download	\$27.75
10/17/2025	110568	Aelott Air Conditioning	Air conditioning filter replacement and condensate traps check service	\$5,133.00
10/17/2025	110569	Alison's Montessori	Customer ID 13324	\$62.00
10/17/2025	110570	All About Learning Press, Inc.	Reading materials and supplies for various learning levels	\$1,840.24
10/17/2025	110571	Amazon Capital Services	A1EJCAJXOWH87N	\$7,607.56
10/17/2025	110572	Art of Problem Solving	Beast Academy books and puzzles purchase with shipping charges	\$107.76
10/17/2025	110573	Art Supply Warehouse	Art class kit and shipping/handling charges	\$582.48
10/17/2025	110574	ASIFP, Inc.	Annual fire extinguisher inspection and certification with trip charge	\$185.00
10/17/2025	110575	AT&T - 9391084658	Monthly statement for AT&T and AT&T Mobility communication services	\$151.3
10/17/2025	110576	Auriel's Light	Waldorf Essentials Grade Six Hard Copy Curriculum purchase	\$375.00
10/17/2025	110577	Avantis Education Inc	EDUVERSE+ software bundle for 1 year, enhancing classroom engagement	\$1,299.0
10/17/2025	110578	Aztec Fire & Safety, Inc.	ispection and service for distribution piping and kitchen suppression systems	\$465.0
0/17/2025	110579	Brave Writer LLC	High School Writers Bundle 2025-2026 curriculum purchase	\$198.9
0/17/2025	110580	BYU Independent Study	High School Suite enrollment fees for multiple students	\$70.0
0/17/2025	110581	C2 Consulting Collective	Transportation consulting services for Ascension Lutheran School project	\$2,800.0
0/17/2025	110582	Cintas Corporation #055	Rental and service charges for mats, dispensers, paper, soap, and uniforms	\$150.4
0/17/2025	110583	Demme Learning School Sales	Customer# 0078992	\$68.8
0/17/2025		Empowering People, Inc.	Positive Discipline materials for early childhood educators	\$64.0
0/17/2025		ETC Montessori	Final invoice for Measurement and Fraction Work curriculum materials	\$400.0
0/17/2025		Evan-Moor	Statement for educational materials and supplies	\$300.8
0/17/2025		Excellence in Writing	Purchase of U.S. History-Based Writing Lessons teacher manuals	\$103.1
0/17/2025		Hofman Planning & Engineering	Planning and correspondence services for CUP/MIDWAY project	\$4,442.5
10/17/2025		Home Science Tools	Science kit and catalog purchase for educational purposes	\$673.3
0/17/2025		Jostens	Covers, packaging, handling, and delivery charges for school items	\$411.0
0/17/2025		Kerepeszki, Cynthia (P)	nbursement for vision therapy re-evaluation services provided by optometrist	\$240.0
0/17/2025				\$17.7
		Lakeshore Learning Materials	Purchase of blank books, freight, and tax	
10/17/2025 10/17/2025		Lloyd Pest Control	Quarterly pest control maintenance services and applications	\$101.0
		Logic of English, Inc.	Foundations Core Materials Set and shipping charges	\$273.5
0/17/2025		MIND Edcuation	ST Math Site Subscription and license conversion for annual service	\$2,100.0
0/17/2025		Montessori Services	Purchase of Grace and Courtesy picture guide and shipping fees	\$30.4
0/17/2025		Noeo Science	Biology 2 Charter Edition package including books and pocket microscope	\$286.8
10/17/2025		Oak Meadow Inc.	Purchase of writing handbooks and teacher edition materials	\$161.4
10/17/2025		Rainbow Resource Center	lucational books and materials including Saxon Math and Sequential Spelling	\$477.2
0/17/2025		Safe Swim Academy	Batch payment report for multiple student swim academy services	\$1,600.0
0/17/2025		San Diego Gas & Electric - MV (103B)	2100-0085-7674-8	\$409.3
10/17/2025		San Diego Gas & Electric - MV (Pl 101)	2100-0085-9450-1	\$1,658.1
10/17/2025	110603	San Diego Gas & Electric - Oak Hill	0068-6309-2224-6	\$2,115.3
0/17/2025		San Diego Gas & Electric- MV (PI 103C)	0030-4805-3026-3	\$645.3
10/17/2025	110605	San Diego Gas & Electric- MV (PI B)	0031-8696-4020-2	\$1,201.9
10/17/2025	110606	Savvas Learning Company LLC	Account 2465600	\$32,591.4
10/17/2025	110607	Studies Weekly	Studies Weekly United States History and Geography materials	\$96.8
0/17/2025	110608	Teacher Synergy, LLC	chase of Phonics Spelling Rules & Generalizations Posters and Anchor Chart	\$34.3
0/17/2025	110609	Teaching Textbooks Inc.	Purchase of Math 6 Digital Course	\$150.8
10/17/2025	110610	The Autism Helper, Inc.	Purchase of Math, Language Arts, and Phonics Leveled Daily Curriculum	\$180.0
0/17/2025	110611	The Hiller Companies, LLC.	Fire alarm service, labor, and materials installation	\$567.0
0/17/2025	110612	Thinkwell Corporation	30 Days to Algebra 1 Readiness subscription	\$59.9
0/17/2025	110613	Vayntraub, Eva (P)	Purchase of HeartCode BLS and Macroeconomics textbook access	\$123.0
0/17/2025	110614	Waldorfish	Purchase of Geometry Grade Seven curriculum materials	\$159.0
10/17/2025	110615	West Coast Design & Consulting, Inc.	1277	\$23,199.2
0/17/2025		Western Psychological Services (WPS)	Customer 154697	\$3,152.4
0/24/2025		1st Choice Backflow	12611	\$85.0
0/24/2025		All About Learning Press, Inc.	939485	\$1,899.3
0/24/2025		Amazon Capital Services	A1EJCAJXOWH87N	\$6,784.6
0/24/2025		Art of Problem Solving	INV2319151	\$40.9
0/24/2025		BBD Properties, LLC	November 2025	\$36,452.7
0/24/2025		BG Consolidated	November 2025 - #143	\$19,904.2
		Bridge The Gap Sped, LLC	Special education services and position buyout for September 2025	
10/24/2025				\$13,789.8
10/24/2025		Caster Family Enterprises, Inc.	November 2025	\$9,250.3
10/24/2025		Caster Family Trust	November 2025	\$14,553.7
10/24/2025		City Of Carlsbad- Utility	05012465-00	\$454.2
0/24/2025		City of Escondido - Utility Billing	08/22/25-09/18/25	\$585.1
10/24/2025		City of Escondido- Fire	F2017-0526: October 2025	\$504.0
		Cubo Smort Econdido	5003064655	\$458.0
10/24/2025 10/24/2025		CubeSmart- Escondido Demme Learning School Sales	Customer# 0078992	\$129.0

EdTec Network : Element Education, Inc.

AP Bill Payments

October 1, 2025 - October 31, 2025

Date	Check N	lumber Company Name	Memo	Paid
10/24/2025	110631	EM Benefits	11/01/25-11/30/25	\$230.88
10/24/2025	110632	Farcas, Emilia	September 2025	\$62.40
10/24/2025	110633	First Congregational Church of Escondido	November 2025	\$5,082.86
10/24/2025	110634	Garcia, J. Amanda	Reimbursement for August and September Outschool classes	\$118.00
10/24/2025	110635	Gradisnean, Inc.	November 2025	\$14,710.32
10/24/2025	110636	History Unboxed, LLC.	WC-302137HU	\$762.04
10/24/2025	110637	JJJ Enterprises	DEHES	\$150.85
10/24/2025	110638	Kaiser Foundation Health Plan	11/01/25-11/30/25	\$97,117.50
10/24/2025	110639	KiwiCo, Inc.	KE-F4AE049F10072538	\$164.86
10/24/2025	110640	MDP Catering & Events, Inc.	E48112	\$1,000.00
10/24/2025	110641	Mendiola, April	September 2025	\$431.80
10/24/2025	110642	MetLife - Group Benefits	KM05985459 0001	\$11,099.55
10/24/2025	110643	North County Student Transportation	25-0859	\$750.00
10/24/2025	110644	Oak Meadow Inc.	80467	\$70.88
10/24/2025	110645	Office Depot, Inc.	443539373001	\$1,039.51
10/24/2025		Padre Dam M.W.D	Acct. 053494-23307550	\$929.95
10/24/2025		Rainbow Resource Center	5364201	\$174.87
10/24/2025		Reliance Standard Life Insurance Compar		\$968.93
10/24/2025		Rogovoy, Kristina	September 2025	\$30.00
10/24/2025		San Diego County Office of Education	099-051533	\$1,386.00
10/24/2025		San Diego Family Magazine	Customer ID 1573	\$1,100.00
10/24/2025		San Diego Gas & Electric - Santee	3565 358 888 1	\$1,886.33
10/24/2025		San Diego Gas & Electric- Carlsbad	8461 085 798 9	\$1,749.42
10/24/2025		San Diego Gas & Electric- Poway	4768 764 856 5	\$1,410.64
10/24/2025		San Diego State University	846	\$925.00
10/24/2025		Schools First Plan Admin LLC	Payroll remittance for 403B, 457, and 401A contributions	\$23,058.80
10/24/2025		Shred-it	Off-site paper shredding and disposal service charges	\$130.82
10/24/2025		Singapore Math Inc.	chase of Dimensions Math textbooks, workbooks, teacher's guides, and tests	\$314.58
10/24/2025		Smith, Wilborne F.	463066	\$779.35
10/24/2025		Softchoice Corporation	97147629	\$4,625.87
10/24/2025		Stephens Educational Services, LLC	122046	\$366.95
10/24/2025		Teacher Synergy, LLC	316314534	\$5.00
10/29/2025		Zuniga, Sarah	Final Check	\$4,491.52
10/29/2025		Goodson, Laurel	Final Check	\$837.63
10/30/2025		Zuniga, Sarah	Final Check Redo	\$2,148.85
10/31/2025		Aelott Air Conditioning	134341753	\$850.00
10/31/2025		Alan A Brown Jr	9107	\$300.00
10/31/2025		All About Learning Press, Inc.	939966	\$412.41
10/31/2025		Amazon Capital Services	A1EJCAJXOWH87N	\$7,927.54
10/31/2025		Attainment Company	396046A	\$145.45
10/31/2025		Caster Family Trust	20170	\$713.42
10/31/2025		Cavazos, Leila (P)	September 2025	\$296.00
10/31/2025		City of Escondido - Utility Billing	08/27/25-09/23/25	\$512.33
10/31/2025		EDCO Waste & Recycling Service	Invoice for September waste, recycling, and organics service charges	\$571.30
10/31/2025		, ,	10/31/2025 Oak Hill	
10/31/2025		Escondido Disposal Inc. First Door, LLC	10/31/2023 Oak Alli 1031	\$330.60 \$3,500.00
10/31/2025		Home Depot Credit Services	9/13/25-10/12/25	\$3,300.00
10/31/2025		Home Science Tools	9/13/25-10/12/25	\$2,910.01
10/31/2025		JJJ Enterprises	DEHES	\$1,440.00
10/31/2025		•		-
		Literacy Poscuroes LLC	INV244769 INV-251018-0207421	\$80.02
10/31/2025 10/31/2025		Literacy Resources, LLC Lloyd Pest Control	9033702	\$426.31
10/31/2025		•		\$121.00 \$150.00
		Lockman, Traci	032 Element Education, Inc.	
10/31/2025		Marsh & McLennan Agency LLC	Element Education, Inc.	\$3,516.00
10/31/2025		Nicole the Math Lady, LLC Office Depot, Inc.	12920	\$158.00
10/31/2025		, ,	444356677001	\$873.63
10/31/2025		Olivewood Gardens	10125	\$2,400.00
10/31/2025		Piedmont Global Language Solutions	10925_117	\$44.70
10/31/2025		Rainbow Resource Center	5368617	\$44.17
10/31/2025		Reliance Standard Life Insurance Compar		\$3,077.30
10/31/2025		Royal Fireworks Publishing Co.	134645	\$173.80
10/31/2025		San Diego Zoo	6692347	\$590.00
10/21/2025	110693	Santana, Heather (P)	September 2025	\$104.25
10/31/2025 10/31/2025 10/31/2025		School Food Solutions L3C Silva & Silva CPA's	7198 25-2417	\$2,400.00 \$13,175.00

EdTec Network : Element Education, Inc.

AP Bill Payments

October 1, 2025 - October 31, 2025

A listing of bill payments

Date	Check Number	Company Name	Memo	Paid
10/31/2025	110696	Snow, Emily	Employee expense report for mileage, travel, and meal reimbursements	\$200.69
10/31/2025	110697	Softchoice Corporation	91722596	\$1,630.00
10/31/2025	110698	Stephens Educational Services, LLC	311836	\$137.95
10/31/2025	110699	Time for Kids	512219327	\$918.50
10/31/2025	110700	U.S. Bank	101525	\$25,359.63
10/31/2025	110701	Vex Robotics, Inc.	841421	\$23.15
10/31/2025	110702	Vieira, Heather (P)	Material Reimbursement	\$40.00
10/31/2025	110703	Beltran, Joanna	Final Check	\$3,063.57

\$697,113.79

Coversheet

Ratification of Marketing Services Contract with Revvia

Section: IV. Approval of Consent Items

Item: D. Ratification of Marketing Services Contract with Revvia

Purpose: Vote

Submitted by: Terri Novacek

Related Material: Elements Contract.pdf

BACKGROUND:

In order to maintain ongoing outreach and advertising efforts during the enrollment campaign period, staff entered into a contract with Revvia for digital marketing and creative services. The contract supports visibility and lead generation.

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated

10/22/2025

CLIENT Terri Novacek (the "Client")

CONTRACTOR

Revvia Marketing

5927 Priestly Drive, Suite 212, Carlsbad CA 92008

(the "Contractor")

BACKGROUND

- **A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- **B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

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 Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
- SEO: We'll employ SEO strategies to drive traffic to the website with optimized keywords, at least 100 manual monthly backlinks, and weekly blogs with keyphrasing.
- Social Media Management: Posting of 3 posts per week in video and static form to deliver branding language to Dimensions Collaborative followers.
- Video Content: Revvia will create excellent video content for Dimensions Collaborative according to the business's needs for their advertising and social media management.
- Website Design and Management: Revvia will fully manage the Dimensions Collaborative website to the specifications of the CEO. Revvia can sustain as many changes and shifts to the website as needed by the CEO and will not charge an hourly rate for any shifts that need to be made.

Service Agreement Page 2 of 6

• **Advertising**: Utilize Ad Spend to drive traffic from target market individuals and build a lead generating pipeline that builds trackable revenue.

- "Whatever it Takes": As we craft and advertise your company, we will at regular meetings and intervals determine if there are other strategies, platforms, and seasonal opportunities to take advantage of and shift the marketing with your consent towards those movements.
- **2.** The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until one month to the day from when this agreement ends. This agreement will automatically renew on the day after the ending of the Term. The client has 1 day before the end of the Term to provide a notice of stoppage of services after the initial Term date.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- **6.** The Contractor will charge the Client for the Services at the rate of \$\(^{3,500}\) per month (the "Compensation").
- 7. The Contractor will invoice the Client every month via a payment platform of the Contractor's choosing. All payments will be automatically charged via a payment method of the Client's choice via a payments integration source of the Contractor's choosing. The Client hereby gives consent to automatically charge the Client via a secure and trusted platform upon the same day of every month as the signing of this agreement.
- **8.** The Contractor agrees to never keep a written log of any credit card or bank account information from the Client.
- **9.** The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

INTEREST ON LATE PAYMENTS

10. Interest payable on any overdue amounts under this Agreement is charged at a rate of 10.00%

Service Agreement Page 3 of 6

per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

- 11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- **12.** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 13. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

- **14.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 15. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee

Service Agreement Page 4 of 6

benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

- **18.** Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- **19.** In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

20. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

21. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be emailed to both the client email address and the contractor's primary email contact address.

INDEMNIFICATION

Service Agreement Page 5 of 6

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

25. 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.

TIME OF THE ESSENCE

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

ASSIGNMENT

27. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

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

ENUREMENT

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

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

GENDER

31. 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

Service Agreement Page 6 of 6

32. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

33. 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

34. 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.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on 10/22/2025

Dimensions Collaborative	
Per: DocuSigned by:	(Seal)
Officer's Name: Terri Novacek	
Revvia Marketing	
Per:	(Seal)
Officer's Name: Timothy Holt	

Coversheet

Ratification of Contract with Board on Track

Section: IV. Approval of Consent Items

Item: E. Ratification of Contract with Board on Track

Purpose: Vote

Submitted by: Terri Novacek

Related Material: Element Education - Board On Track Operations Membership.pdf

BACKGROUND:

The organization has entered into a contract with BoardOnTrack to provide governance support services, including board management tools, compliance tracking, and training resources. This platform enhances board efficiency and supports best practices in governance.

RECOMMENDATION:

Staff has reviewed the contract and recommends approval.



Software License Agreement

For Element Education

Pricing expires on 11 / 30 / 2025

Created by:

Nick Henne

Prepared for:

Terri Novacek
Element Education

Terri Novacek

10 / 14 / 2025

Executive Director

Community Montessori Charter

To the Governance Team of Element Education:

Thank you for engaging BoardOnTrack to help strengthen the governance of the organization as you continue to seek success for the students in your community.

We appreciate your interest in improving your governance and we are please to present the enclosed BoardOnTrack membership plan to help you achieve your priority governance goals.

We'll bring you the knowledge your team needs, combined with the tools to put that knowledge into action, deliver the results your organization is striving for.

Please don't hesitate to reach out with any questions. Once you commit to moving forward, we will initiate your implementation plan immediately.

We look forward to welcoming you to our national community of exceptional governing boards.

Best,

Mike

Mike Mizzoni
Director of BoardOnTrack Governance

Your BoardOnTrack Membership Overview

BoardOnTrack provides an annual membership that centers around an online platform custom-built for charter public school boards.

Our suite of online tools builds institutional memory, establishes best practice processes, and includes self-paced professional development designed to meet the needs of busy volunteers and charter school leaders.

BoardOnTrack membership always includes unlimited users, committees, meetings, and hands-on support for your board members and staff.

Specifically, your BoardOnTrack **Operations** membership includes:

Paperless Board Meetings & Operations

Board and committee meetings management: including agendas, packets, and minutes Attendance & RSVPs tracker
Simplified, consistent open meeting law compliance
Zoom integration and store videos or transcripts
Governance team Directory
Unlimited, searchable document storage
E-Sign board agendas & minutes
Google, Outlook, Apple calendar integration

Expert Governance Coaching

Access to Dedicated Governance Expert

Self-paced professional development with extensive online resources and on-demand training webinars

BoardOnTrack Membership Agreement and Authorization

The annual cost of a BoardOnTrack **Operations** memberships is \$8,000.00. Your 19 Month term membership will be \$11,083.33, with **-\$1,000.00** in qualified discounts. Service Dates of 12 / 01 / 2025 to 06 / 30 / 2027.

Name	Price	Discount	Subtotal
BOT Operations Year One Membership (7 Month Proration)	\$8,000.00	-\$3,916.67	\$4,083.33
BOT Operations Year Two Membership	\$8,000.00	-\$1,000.00	\$7,000.00

Total \$11,083.33

Plus Sales Tax As Applicable	TBD
Subtotal	\$11,083.33
First Year (7 Month Proration) Membership 12/01/2025 - 6/30/2026 to be invoiced 12/1/2025	\$4,083.33
Second Year Membership 7/1/2026 - 6/30/2027 to be invoiced 7/1/2026	\$7,000.00

Terms: You will be invoiced once this signed agreement is returned according to the terms above. Payment is due within 30 days upon invoice date.

By signing this agreement, Element Education agrees to the terms as described above.

Name: Terri Novacek Title: Executive Director

District/Company: Element Education

Address: 1441 Montiel Rd

City: Escondido State: California Zip: 92026

Email: tnovacek@myelement.org

Terri Novacek

Signature: Date: 10 / 22 / 2025

Purchase Order Number: 0

I read, understand and accept the BoardOnTrack Terms and Conditions available <u>here</u>. I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership.

CERTIFICATE of **SIGNATURE**

REF. NUMBER

YPX8Q-GUFXF-ZOMBP-BQS47

DOCUMENT COMPLETED BY ALL PARTIES ON 22 OCT 2025 20:22:46

SIGNER TIMESTAMP SIGNATURE

TERRI NOVACEK

EMAIL

TNOVACEK@MYELEMENT.ORG

SHARED VIA

SENT
14 OCT 2025 22:13:44

VIEWED
20 OCT 2025 16:05:25

SIGNED
22 OCT 2025 20:22:46

Terri Novacek

IP ADDRESS 209.66.221.237

LOCATION

SANTEE, UNITED STATES



Coversheet

Financial Position of Schools

Section: V. Information Item-Chief Business Officer Report

Item: A. Financial Position of Schools

Purpose: FYI

Submitted by:

Related Material: CM Board Presentation 12-05-25 (September) - FINAL.pdf

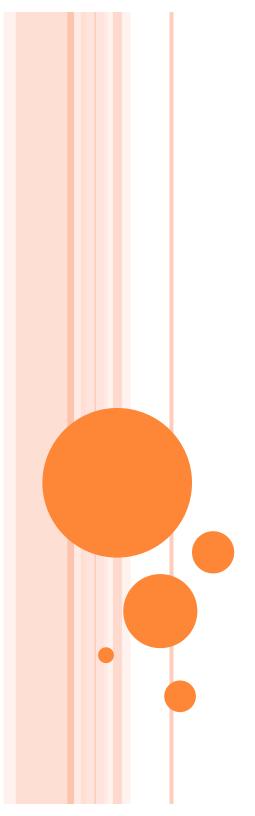
DCS Board Presentation 12-05-25 (September) - FINAL.pdf CM Board Presentation 12-05-25 (October) - FINAL.pdf DCS Board Presentation 12-05-25 (October) - FINAL.pdf

BACKGROUND:

The Chief Business Officer provides a report on the status of the organization's finances monthly.

Enclosed are the following financial reports for Board review:

- Community Montessori September 2025
- Dimensions Collaborative School September 2025



December 5, 2025

COMMUNITY MONTESSORI

September 2025 Financials

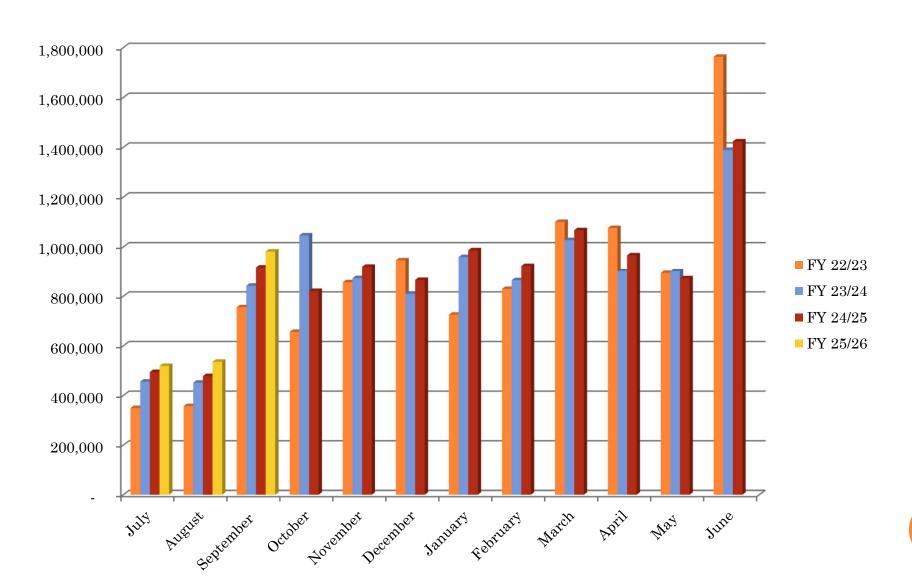
CONTENTS

• FY 25-26 September Financials

FY 25-26 FINANCIALS

- REVENUE
- Revenue was \$31,070 more than forecasted
 - \$2 General Block Grant
 - On budget
 - \$212 Other State Income
 - On budget
 - \$0 Federal Income
 - On budget
 - \$30,856 Local Income
 - Fieldtrip revenue was higher than projected for the month

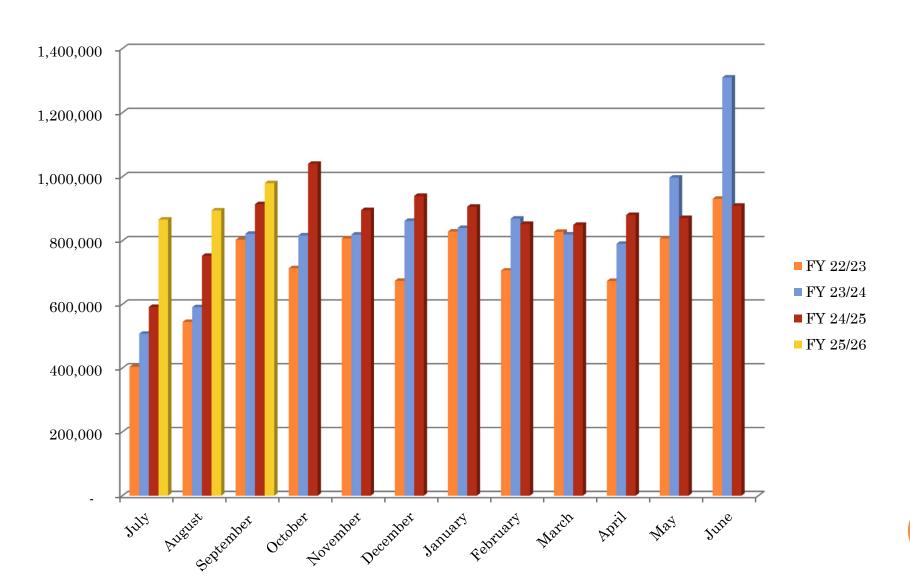
CM REVENUE YEAR OVER YEAR



FY 25-26 FINANCIALS

- EXPENSES
- Expenditures were \$84,213 higher than forecasted
 - \$12,887 Certificated Employees
 - Teacher salaries lower than projected for the month
 - Staff member on leave
 - Certificated Administrators/Supervisors lower than projected for the month
 - Staff member vacancy
 - \$1,914 Classified Employees
 - Classified supervisor and administrators' salaries lower than projected for the month
 - DAPA vacancy
 - Instructional aid salaries higher than projected for the month
 - Higher number of hours worked compared to projections
 - \$51,474 Employee Benefits
 - Health and welfare costs higher than projected for the month
 - September and October Kaiser payments were made in September(Timing)
 - \$906 Books and Supplies
 - o On budget
 - \$46,634 Services and Other Operating Expenses
 - o Insurance costs higher than projected for the month
 - Broker erroneously billed us for some of our direct bill providers. Broker will refund us for the overpayment
 - Legal fees higher than projected for the month
 - \$0 Capital Expenditures
 - On budget

CM Expenditures Year Over Year



FISCAL YEAR FINANCIAL UPDATE

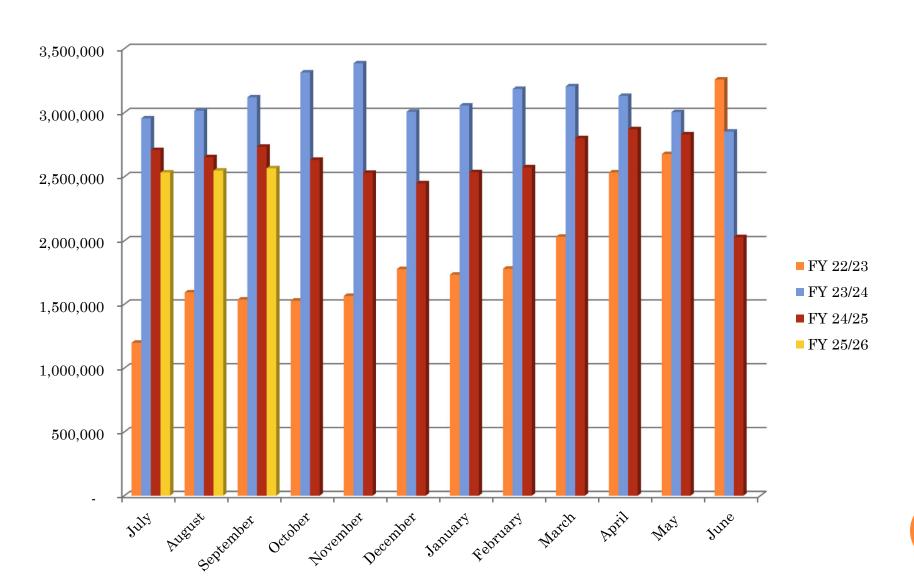
• We are currently <u>25</u> percent through the fiscal year

- Certificated Salaries are at 19 percent of total budget
- Classified Salaries are at 21 percent of total budget
- Employee Benefits are at 25 percent of total budget
- Books and Supplies are at 31 percent of total budget
- Services and Other Operating Expenses are at 32 percent of total budget
- Capital Expenditures are at 44 percent of budget
- Total Expenses are at 25 percent of total budget

CASH FORECAST

- CM started off September 2025 with \$2,548,446 in cash
 - CM received \$18,405 more in cash than they spent in the month of September
 - CM ended the month of September 2025 with \$2,566,851 in cash
 - \$1,018,453 of which is reserved for economic uncertainties
 - \$1,000,000 of which is reserved future building purchases, replacements and or modernizations
 - \$548,398 of which has no designations. This represents undesignated cash reserves of 5% (4% or \$69,000 whichever is greater minimum)

CM CASH YEAR OVER YEAR



Community Montessori As of September 30, 2025	8	September Actuals	September Budget		Variance	YTD	Actuals	YTI	D Budget	Budget
REVENUE										
General Block Grant		875,403	875,401		2		1,804,489		1,804,487	9,723,184
Other State Income		62,672	62,460		212		160,019		131,860	1,243,090
Federal Income		-	-		-		-		-	168,553
Local Revenue		43,356	12,500		30,856		71,906		34,000	193,500
Total Revenue	\$	981,431	\$ 950,361	\$	31,070	\$	2,036,414	\$	1,970,347	\$ 11,328,327
EXPENSES										
Certificated Employees		357,705	370,592		12,887		738,756		765,232	3,897,325
Classified Employees		202,556	204,470		1,914		465,547		481,433	2,191,690
Employee Benefits		198,924	147,450		(51,474)		414,935		411,310	1,664,375
Books and Supplies		23,788	22,882		(906)		186,540		163,950	605,000
Services and Other Operating Expenses		197,060	150,426		(46,634)		733,723		643,988	2,325,941
Capital Outlay/Depreciation				_			201,975		199,000	 462,100
Total Expenditure	\$	980,033	\$ 895,820	\$	(84,213)	\$	2,741,476	\$	2,664,913	\$ 11,146,431
Total Other Financing Sources (Uses)	\$	-	\$ -	\$	-	\$	-	\$	-	\$ -
Excess (deficiency) of revenues and other financing										
sources over expenditures and other financing uses	\$	1,399	\$ 54,542	\$	115,283	\$	(705,062)	\$	(694,566)	\$ 181,896
Fund Balance, Beginning of Period	\$	5,510,330	\$ 5,467,683			\$	6,216,790	\$	6,216,790	\$ 6,216,790
Fund Balance, End of year	\$	5,511,729	\$ 5,522,225			\$	5,511,729	\$	5,522,225	\$ 6,398,686

Community Mantagoni As of Contember 20, 2005		eptember Actuals		September	YTD	Actuals	YTD	Dudmet		Dudmet
Community Montessori As of September 30, 2025	-	Actuals		Budget	טוז	Actuals	טוז	Budget		Budget
REVENUE		00.004		20.004		00.004		00.004		404 440
8012 - Education Protection Account		39,224 836,179		39,224 836,177		39,224		39,224		161,112
8011 - Charter School General Purpose Aid		030,179		•		1,765,265		1,765,263		8,336,371
8096 - In Lieu of Property Taxes		-		-		-		-		1,225,701
8592 - Charter Schools Categorical Block Grant General Block Grant	\$		\$	875,401	\$	1,804,489	e	1,804,487	\$	9,723,184
General Block Grant	a a	675,403	Ф	075,401	Þ	1,004,409	Ф	1,004,407	ð	9,723,104
8297 - Prior Year Revenue not Accrued		-		-		-		-		-
8310 - Implementation Grant		-		-		-		-		-
8311 - Other State Apportionments		62,672		62,460		132,072		131,860		739,125
8319 - Other State Apportionments - Prior Years		-		-		-		-		-
8520 - State School Lunch		-		-		-		-		168,000
8550 - Mandated Cost Reimbursement		-		-		-		-		16,530
8560 - State Lottery Revenue		-		-		-		-		219,765
8590 - All Other State Revenue		-		-		27,947		-		99,670
Other State Income	\$	62,672	\$	62,460	\$	160,019	\$	131,860	\$	1,243,090
8182 - Special Education Reimbursement		_		_		_		_		114,653
8220 - Federal School Lunch		-		_		_		_		53,900
8297 - Prior Year Federal - Not Accrued		-		_		_		_		
8290 - Other Federal Revenue		-		_		_		_		_
Federal Income	\$	-	\$	-	\$	-	\$	-	\$	168,553
8639 - Sales		36,062		5,000		36,062		5,000		50,000
8650 - Leases and Rentals		-		-		-		-		-
8660 - Interest		7,294		7,500		30,844		29,000		90,000
8699 - All Other Local Revenue		-		-		-		-		-
8701 - Student Fees		-		-		-		-		3,500
8781 - All Other Transfers From Districts or Charter Schools		-		-		-		-		-
8797 - All Other Financing Sources		-		-		-		-		-
8803 - Fundraising		-		-		5,000		-		50,000
8999 - Uncategorized Revenue		-		-		-		-		-
Local Revenue	\$	43,356	\$	12,500	\$	71,906	\$	34,000	\$	193,500
Total Revenue	\$	981,431	\$	950,361	\$	2,036,414	\$	1,970,347	\$	11,328,327
EXPENSES										
1100 - Teachers Salaries		306,809		313,702		610,173		623,960		3,195,277
1101 - Teacher Stipends		300		300		450		600		47,500
1200 - Certified Pupil Support Salaries		5,962		6,077		11,913		12,154		67,773
1300 - Certificated Supervisors and Administrators Salaries		44,634		50,513		116,220		128,518		586,775
Certificated Employees	\$	357,705	\$	370,592	\$	738,756	\$	765,232	\$	3,897,325
2100 - Instructional Aide Salaries		81,755		77,395		154,877		154,790		771,073
2101 -Club E Hourly		-		-		-		-		_
2200 - Classified Support Salaries		34,165		35,334		68,680		70,668		252,248
2201 -Club E Salary		-		-		-		-		-
2300 - Classified Supervisors and Administrators Salaries		34,077		42,149		107,033		125,877		524,327
2400 - Clerical, Technical and Office Staff Salaries		46,768		44,092		117,791		113,052		572,889
2900 - Classified Other Salaries		-		-		-		-		-
2930 - Maintenance and Grounds		5,791		5,500		17,167		17,046		71,153
Classified Employees	\$	202,556	\$	204,470	\$	465,547	\$	481,433	\$	2,191,690
3101 - CalSTRS		67,138		68,723		137,998		142,697		744,389
3202 - 403B/457/401A Employer Contribution		9,204		9,980		25,506		26,635		127,955
3301 - OASDI/Medicare- Certificated Postions		5,294		4,876		10,812		10,124		54,750
3302 - OASDI/Medicare- Classified Postions		14,909		15,791		34,590		36,775		157,738
3401 - Health & Welfare Benefits, Certificated Positions		59,662		26,095		118,805		113,482		336,000

Community Montessori As of September 30, 2025	September Actuals	September Budget	YTD Actuals	YTD Budget	Budget
	38,57		78,073	73,118	189,735
3402 - Health & Welfare Benefits, Classified Positions			605	73,118	
3501 - SUI- Certificated Positions 3502 - SUI- Classified Postions	18		747	702	7,961 9,956
				4,297	
3601 - Workers Comp - Certificated 3602 - Workers Comp - Classified	2,28 1,31		4,762 3,036	2,678	22,917 12,974
Employee Benefits	\$ 198,92	•	\$ 414,935		\$ 1,664,375
Employee Benefits	130,32	τ ψ 147,400	414,300	Ψ 411,010	1,004,070
4100 - Approved Textbooks and Core Curricula Materials	3,05	5 4,765	24,683	14,617	35,000
4205- Subscriptions	4	1 140	304	282	5,500
4300 - Materials and Supplies	-	-	-	-	-
4320 - Educational Software	5,98	0 742	21,723	14,413	55,000
4325 - Instructional Materials	1,51	9 1,163	17,419	20,571	75,000
4330 - Supplies	7,25	9 6,595	37,016	35,384	120,000
4352 - Staff Meetings	30	6 685	7,820	8,185	15,000
4353 - Testing Materials	1,37	6 237	2,021	1,193	20,000
4355 - EU Consumable	-	-	-	-	-
4360 - Marketing and Student Recruitment	-	-	-	-	29,500
4400 - Noncapitalized Expenditures	-	2,609	-	2,609	15,000
4420 - Computers	-	-	-	-	-
4423 - Instructional Technology	-	-	599	750	10,000
4433 - Administrative Technology	-	-	70,704	60,000	60,000
4700 - Food	4,25	2 5,946	4,252	5,946	165,000
Books and Supplies	\$ 23,78	8 \$ 22,882	186,540	\$ 163,950	\$ 605,000
5402 Learning Contan Instructor					40,000
5103 - Learning Center Instructor	-	-	-	-	40,000
5104 - Shredding	15	4 82	231	164	1,200
5105 - Educational Units (EU's)	_	-	-	-	-
5115 - Tutoring Services (Non-EU)	_	-	_	-	-
5125 - Student Memberships 5200 - Travel and Conferences	41:		2,186	1,859	20,000
5300 - Dues and Memberships	15		155	1,009	250
5305- Dues and Memberships Professional	13	310	16,600	16,188	25,000
5400 - Insurance	25,97		151,083	128,366	112,309
5500 - Operations and Housekeeping	3		345	702	15,000
5510 - Electricty	10,28		17,161	14,242	70,000
5515 - Janitoral Services/Gardening	1,13		3,340	5,086	30,000
5520 - Alarm Services	82		3,790	2,537	12,500
5525 - Trash	1,26		3,214	2,973	13,500
5530 - Water	1,85		5,718	6,180	30,000
5600 - Rentals, Leases and Repairs	,	,	-	-	-
5605 - Equipment Lease	1,19	4 1,194	3,521	3,626	15,000
5610 - Facility Leases	68,78		261,825	260,322	793,100
5615 - Repairs and Maintenance Building	6,32		9,455	4,517	30,000
5617 - Equipment Maintenance Contracts & License Fees	18,47		113,795	88,650	156,875
5618 - Repair & Maintenance - Auto	6		64	-	3,000
5800 - Professional/Consulting Services	6,88	4 8,927	39,548	39,251	160,000
5804 - Board Reimbursement	18	0 60	420	300	3,960
5805 - Administrative Fee	-	_	_	-	_
5808 - Property Tax	_	_	-	-	1,605
5809 - Banking Fees	4	6 -	86	-	500
5843 - Interest Expense	4,18		12,566	13,396	50,000
5824 - District Oversight Fees		-	-	-	97,232
5830 - Fieldtrips	9,47	9 12,472	16,899	12,857	220,410
5839 - Fundraising	4,03		4,030	1,000	12,500
5845 - Legal Fees	15,92		23,668	1,000	10,000

Community Montessori As of September 30, 2025	September Actuals	September Budget	YTE) Actuals	YTI) Budget	Budget
5860 - Printing and Delivery		52		1,519		602	10,000
5863 - Professional Development	8,000	2,350		12,833		9,850	75,000
5869 - Special Education Services	2,353	3,400		7,991		10,394	200,000
5887 - IT Consultants		-		-		-	-
5905 - Cell Service	1,362	1,341		4,224		4,010	22,500
5910 - Internet	7,120	4,032		14,850		12,276	50,000
5915 - Postage	16	50		127		250	2,500
5920 - Telephone	540	1,096		1,883		2,890	12,500
Services and Other Operating Expenses	\$ 197,060	\$ 150,426		733,723	\$	643,988	\$ 2,325,941
6000 - Capital Outlay	-	-		201,975		199,000	282,100
6900 - Depreciation	-	-		-		-	\$ 180,000
Capital Outlay	\$ -	\$ -	\$	201,975	\$	199,000	\$ 462,100
Total Expenditure	\$ 980,033	\$ 895,820	\$	2,741,476	\$	2,664,913	\$ 11,146,431
Total Other Financing Sources (Uses)	\$ -	\$ -	\$	-	\$	-	\$ -
Excess (deficiency) of revenues and other financing							
sources over expenditures and other financing uses	\$ 1,399	\$ 54,542	\$	(705,062)	\$	(694,566)	\$ 181,896
Fund Balance, Beginning of year	\$ 5,510,330	\$ 5,467,683	\$	6,216,790	\$	6,216,790	\$ 6,216,790
Fund Balance, End of Period	\$ 5,511,729	\$ 5,522,225	\$	5,511,729	\$	5,522,225	\$ 6,398,686

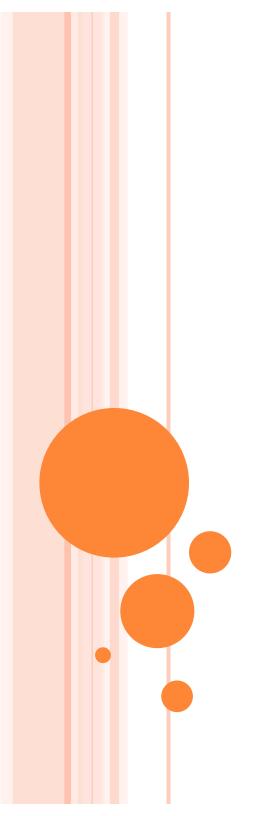
Community Montessori As of September 30, 2025

2025/2026 Actual & Forecast

- -	Jul Actual	Aug Actual	Sep Actual	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast
Beginning Cash	2,029,023	2,533,470	2,548,446	2,566,851	2,382,280	2,392,097	2,265,676	2,329,363	2,446,784	2,575,804	2,632,993	2,666,864
Revenue												
General Block Grant Federal Income	464,543	464,543	875,403	800,735	800,735 6,775	839,763	800,735	810,015 18,326	849,451 7,009	810,015 7,009	810,015 7,009	881,501 132,316
Other State Income Local Revenues	34,700 19,896	62,647 8,653	62,672 43,356	3,714 16,851	99,584 11,595	4,017 17,445	176,158 33,905	107,571 47,225	146,509 18,202	144,284 10,716	84,342	310,822 10,102
Total Revenue	519,139	535,844	981,431	821,300	918,689	861,225	1,010,798	983,137	1,021,171	972,024	901,366	1,334,741
Expenses												
Compensation & Benefits	209,199	650,854	759,185	690,856	664,030	670,949	705,694	654,769	697,960	688,574	685,625	604,184
Books & Supplies	126,322	36,431	23,788	74,388	37,882	53,973	28,723	28,596	42,444	34,444	34,444	39,717
Services & Other Operating Expenses	357,471 173,450	179,192 28,525	197,060	227,777	194,110	249,874	199,844	169,501	138,897	178,967	134,576	224,254
Capital Outlay Total Expenses	866,441	895,002	980,033	993,021	896,022	974,796	934,261	852,866	879,301	901,985	854,645	180,000 1,048,155
Operating Cash Inflow (Outflow)	(347,302)	(359,159)	1,399	(171,721)	22,667	(113,571)	76,537	130,271	141,870	70,039	46,721	286,586
Accounts Receivable	1,066,906	127,933	-	-	-	-	_	-	-	-	-	-
Other Current Assets	182,030	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(1,407)	444	(23)	-	-	-	-	-	-	-	-	-
Fixed Asset Other Current Liabilities	(382,423)	- 259,027	30,346	-	-	-	-	-	-	-	-	-
Other Current Liabilities Other Assets	(302,423)	208,027	30,340	-	-	-	-	-	-	-	-	-
Long Term Liabilities	(13,357)	(13,268)	(13,316)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)
Ending Cash	2,533,470	2,548,446	2,566,851	2,382,280	2,392,097	2,265,676	2,329,363	2,446,784	2,575,804	2,632,993	2,666,864	2,940,600

Cycle: FY2025-2026; Fund Class: <All>; Fund Columns: <All Funds>,62; Account Code Expression: ([Fund] = '62'); Balance Date: 09/30/2025; Detail: No

Description	Tot	tal
9110-7638 - Cash In Treasury	\$	2,484,962.64
9124-4000 - Cash In Bank - Wells Fargo Petty Cash	\$	128.09
9124-4018 - Cash In Bank - Wells Fargo Operating	\$	81,760.51
9126-3366 - Cash In Bank - US Bank	\$	-
9124-3994 - Cash In Bank - Wells Fargo Sweep	\$	_
9191 - Due to / from - Dehesa	\$	_
9219- AR Special Education (Fed)	\$	_
9226- AR Child Nutrition (Fed)	\$	2,458.61
9230- AR State Aid	\$	-
9232- AR Property Tax	\$	10,845.00
9233- AR Lottery	\$	60,526.66
9239- Special Education	\$, -
9240- AR - State Aid	\$	-
9246- AR Special Education (State)	\$	6,940.89
9253- AR - ASAP	\$	-
9260- Miscellaneous	\$	-
9330 - Prepaid Expenditures	\$	-
9340 - Other Current Assets	\$	-
9410 - Land	\$	2,100,000.00
9420 - Improvement of Site	\$	393,486.75
9425 - Accumulated Depreciation - Site	\$	(140,100.74)
9430 - Buildings	\$	3,404,786.30
9436 - Accumulated Depreciation - Building Improvements	\$	(1,314,143.46)
9440 - Equipment	\$	232,301.22
9445 - Accumulated Depreciation- Equipment	\$	(105,664.80)
9360 - Other Assets Deposits	\$	35,758.02
9371 - Right of Use Asset Operating	\$	4,517,739.00
9372 - Right of Use Asset Operating Accumulated Depreciation	\$	(1,596,628.00)
Subtotal of Account Group: Assets	\$	10,175,156.69
9500 - Accounts Payable	\$	16,043.48
9501- Accrued Accounts Payable	\$	-
9512- District PY Property Tax Adjustment	\$	-
9514 - AP Other	\$	-
9515 - AP Payroll Processing	\$	1,878.91
9520 - Met Legal	\$	(115.62)
9522 - Group Life Insurance	\$	94.41
9523 - Voluntary Benefits	\$	590.82
9525 - FSA	\$	2,547.85
9526 - Cobra	\$	-
9540 - Payroll Taxes Liability	\$	54,683.43
9555 - STRS Liability	\$	103,037.13
9570 - Wages Payable	\$	197,929.70
9572 - Accrued PTO/Vacation	\$	138,836.63
9580 - 403B	\$	13,588.82
9585 - Training	\$	1,386.66
9622 - Due to (From) DCS	\$	-
9640 - Current Loans (ASAP)	\$	-
9641 - Right of Use Operating Liability	\$	3,027,882.00
9655 - Deferred Rent	\$	-
9669 - Wells Fargo Mortgage	\$	1,118,599.78
APSB - AP Balancing	\$	(13,555.96)
Subtotal of Account Type: Liability	\$	4,663,428.04
9760 - Fund Balance	\$	6,216,790.44
Net Increase/Decrease	\$	(705,061.79)
Subtotal of Account Type: Fund Balance/Retained Earnings	\$	5,511,728.65
Subtotal of Account Group: Liabilities/Fund Balance	\$	10,175,156.69



December 5, 2025

DIMENSIONS COLLABORATIVE

SCHOOL

September 2025 Financials

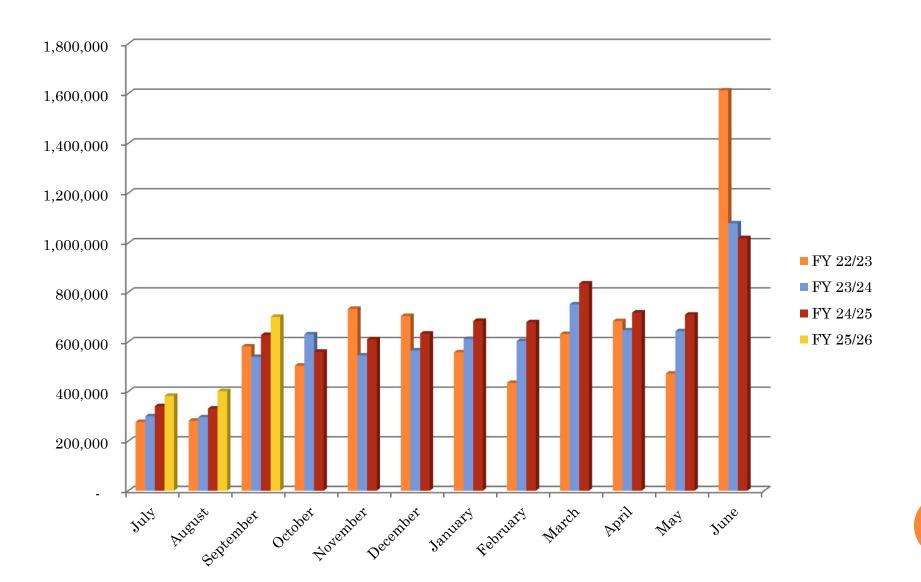
CONTENTS

• FY 25-26 September Financials

FY 25-26 FINANCIALS

- REVENUE
- Revenue received was \$206 more than was forecasted
 - \$0 General Block Grant
 - On budget
 - \$148 Other State Income
 - On budget
 - \$0 Federal Income
 - On budget
 - \$58 Local Income
 - On budget

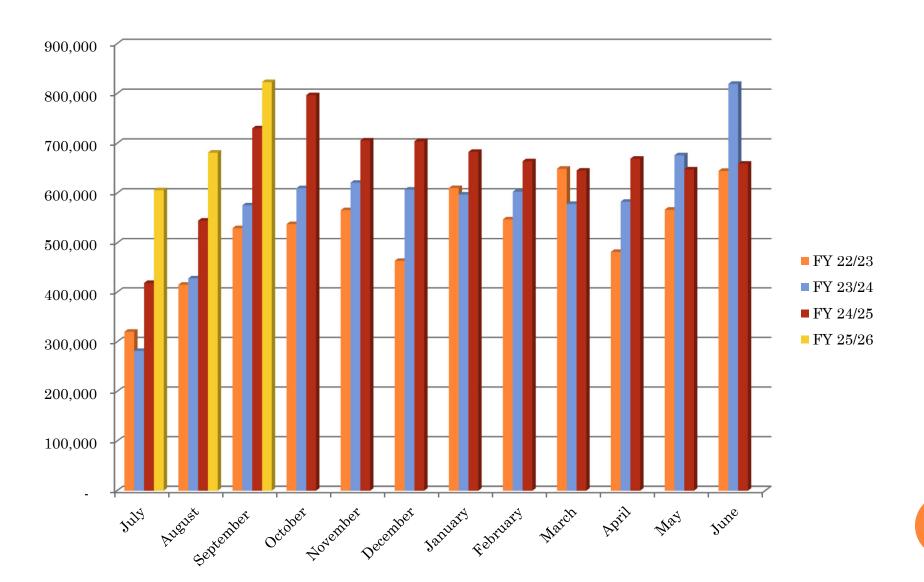
DCS REVENUE YEAR OVER YEAR



FY 25-26 FINANCIALS

- EXPENSES
- Expenditures were \$71,872 more than forecasted
 - \$5,306 Certificated Employees
 - Teacher salaries lower than projected for the month
 - Staff member on leave
 - Certificated Administrators/Supervisors lower than projected for the month
 - Staff member vacancy
 - \$5,250 Classified Employees
 - o Classified supervisors and administrators' salaries lower than projected for the month
 - DAPA position is vacant
 - \$42,677 Employee Benefits
 - Health and welfare costs higher than projected for the month
 - September and October Kaiser payments were made in September(Timing)
 - \$12,818 Books and Supplies
 - Instructional material costs were lower than projected for the month
 - Timing
 - \$26,933 Services and Other Operating Expenses
 - Fieldtrip costs higher than projected for the month
 - Timing
 - Legal fees higher than projected for the month
 - Increased usage of attorneys this year
 - \$0 Capital Outlay
 - o On budget

DCS Expenditures Year Over Year



FISCAL YEAR FINANCIAL UPDATE

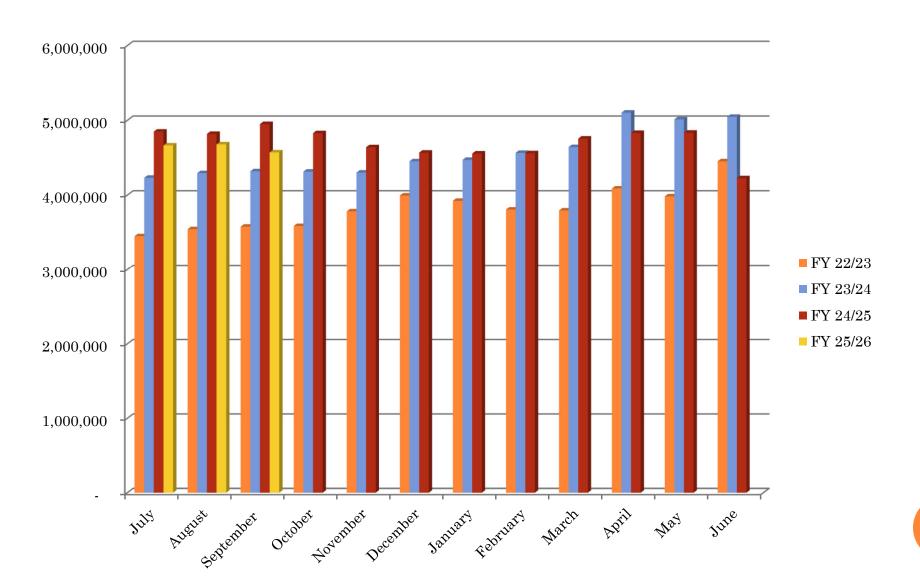
• We are currently <u>25</u> percent through the fiscal year

- Certificated Salaries are at 19 percent of budget
- Classified Salaries are at 23 percent of budget
- Employee Benefits are at 25 percent of budget
- Books and Supplies are at 41 percent of budget
- Services and Other Operating expenses are at 32 percent of budget
- Capital Outlay expenses are at 0 percent of budget
- Total Expenses are at 25 percent of budget

CASH FORECAST

- DCS started off September 2025 with \$4,679,235 in cash
 - DCS spent \$107,750 more in cash than they received in the month of September
 - DCS ended the month of September 2025 with \$4,571,485 in cash
 - \$1,671,465 of which is reserved for economic uncertainties
 - \$2,000,000 of which is reserved future building purchases, replacements and or modernizations
 - \$900,020 of which has no designations. This represents undesignated cash reserves of 11% (4% or \$69,000 whichever is greater minimum)

DCS CASH YEAR OVER YEAR



Dimensions Collaborative School As of September 30, 2025	8	September Actuals	September Budget		Variance	YTD	Actuals	YTD	Budget		Budget
REVENUE											
General Block Grant		648,327	648,32	7	-		1,338,151		1,338,151		7,116,554
Other State Income		43,564	43,41	6	148		114,728		91,656		804,366
Federal Income		-	-		-		-		-		100,277
Local Revenue	<u> </u>	8,715	8,65	7	58		31,328		23,691		111,175
Total Revenue	\$	700,606	\$ 700,40	0 \$	206	\$	1,484,207	\$	1,453,498	<u>\$</u>	8,132,372
EXPENSES											
Certificated Employees		317,263	322,56	9	5,306		644,744		661,326		3,318,419
Classified Employees		99,242	104,49	2	5,250		247,518		261,295		1,082,832
Employee Benefits		158,957	116,28	0	(42,677)		344,102		334,907		1,364,941
Books and Supplies		113,374	100,55	6	(12,818)		312,071		267,081		753,000
Services and Other Operating Expenses		134,127	107,19	4	(26,933)		561,859		407,425		1,755,208
Capital Outlay/Depreciation		-	-		-		-		-		145,000
Other Outflows											
Total Expenditure	\$	822,963	\$ 751,09	1 \$	(71,872)	\$	2,110,295	\$	1,932,034	\$	8,419,400
Total Other Financing Sources (Uses)	\$		<u>\$</u> -	\$	-	\$		\$		\$	
Excess (deficiency) of revenues and other financing											
sources over expenditures and other financing uses	\$	(122,357)	\$ (50,69	1) \$	(72,077)	\$	(626,088)	\$	(478,536)	\$	(287,028)
Fund Balance, Beginning of Period	\$	4,529,555	\$ 4,605,44	1		\$	5,033,286	\$	5,033,286	\$	4,923,660
Fund Balance, End of year	\$	4,407,198	\$ 4,554,75	0		\$	4,407,198	\$	4,554,750	\$	4,636,632

	S	September		September	==					
Dimensions Collaborative School As of September 30, 2025		Actuals		Budget	YTD	Actuals	YTD	Budget		Budget
REVENUE										
8012 - Education Protection Account		27,487		27,487		27,487		27,487		113,850
8011 - Charter School General Purpose Aid		620,840		620,840		1,310,664		1,310,664		6,616,901
8096 - In Lieu of Property Taxes		-		-		-		-		385,803
8592 - Charter Schools Categorical Block Grant General Block Grant	\$	648,327	¢	648,327	\$	1,338,151	e	1,338,151	\$	7,116,554
General Block Grant	T T	040,321	Ψ	040,327	Ψ	1,330,131	Ψ	1,330,131	Ψ	7,110,334
8019 - Prior Year Revenue not Accrued		-		-		-		-		-
8311 - Other State Apportionments		43,564		43,416		91,804		91,656		522,304
8319 - Other State Apportionments - Prior Years		-		-		-		-		-
8520 - State School Lunch		-		-		-		-		38,131
8550 - Mandated Cost Reimbursement		-		-		-		-		17,140
8560 - State Lottery Revenue				-		-		-		155,405
8590 - All Other State Revenue	<u> </u>	-		-		22,924		-	┞	71,386
Other State Income	\$	43,564	\$	43,416	\$	114,728	\$	91,656	\$	804,366
8182 - Special Education Reimbursement		-		-		-		-		79,514
8220 - Federal School Lunch		-		-		-		-		20,763
8297 - Prior Year Federal - Not Accrued		-		-		-		-		-
8290 - Other Federal Revenue		-		-		-		-		-
Federal Income	\$	-	\$	-	\$	-	\$	-	\$	100,277
8639 - Sales		404		-		404		_		3,500
8650 - Leases and Rentals		-		-		-		-		-
8660 - Interest		8,311		8,657		30,924		23,691		97,500
8699 - All Other Local Revenue		-		-		-		-		-
8701 - Student Fees		-		-		-		-		175
8781 - All Other Transfers from Districts or Charter Schools		-		-		-		-		-
8797 - All Other Financing Sources		-		-		-		-		-
8803 - Fundraising		-		-		-		-		10,000
8999 - Uncategorized Revenue		-		-		-		-		-
Local Revenue	\$	8,715	\$	8,657	\$	31,328	\$	23,691	\$	111,175
Total Revenue	\$	700,606	\$	700,400	\$	1,484,207	\$	1,453,498	\$	8,132,372
EXPENSES										
1100 - Teachers Salaries		264,157		267,573		524,558		535,484		2,702,977
1101 - Teacher Stipends		5,000		3,400		5,250		3,400		34,000
1200 - Certified Pupil Support Salaries		12,565		11,967		25,122		23,934		131,339
1300 - Certificated Supervisors and Administrators Salaries		35,541		39,629		89,814		98,508		450,103
Certificated Employees	\$	317,263	\$	322,569	\$	644,744	\$	661,326	\$	3,318,419
2100 - Instructional Aide Salaries		17,620		16,973		35,230		33,946		159,021
2200 - Classified Support Salaries		21,395		22,675		41,775		45,350		194,928
2300 - Classified Supervisors and Administrators Salaries		23,680		29,208		74,379		87,112		333,977
2400 - Clerical, Technical and Office Staff Salaries		32,522		32,264		84,204		83,853		353,492
2900 - Classified Other Salaries		-		-		-		-		-
2930 - Maintenance and Grounds		4,025		3,372		11,929		11,034		41,414
Classified Employees	\$	99,242	\$	104,492	\$	247,518	\$	261,295	\$	1,082,832
3101 - CalSTRS		59,091		61,611		120,142		126,313		633,818
3202 - 403B/457/401A Employer Contribution		5,296		5,635		15,569		15,920		68,457
3301 - OASDI/Medicare- Certificated Postions		4,406		4,165		9,230		8,608		45,902
3302 - OASDI/Medicare- Classified Postions		7,283		7,718		18,372		19,298		76,465
3401 - Health & Welfare Benefits, Certificated Positions		65,051		26,737		142,458		129,741		377,962
3402 - Health & Welfare Benefits, Classified Positions		14,790		7,690		31,653		29,117		125,923
3501 - SUI- Certificated Positions		105		299		344		598		6,452
3502 - SUI- Classified Postions		276		136		575		292		4,327
3503 - Employer Other - Certificated		-		-		-		-		-

Dimensions Collaborative School As of September 30, 2025	September Actuals	September Budget	YTD Actuals	YTD Budget	Budget
3504 - Employer Other - Classified	Actuals -	- Buuget	- Actuals	- Duaget	Duaget -
3601 - Workers Comp - Certificated	2,014	1,753	4,139	3,635	19,206
3602 - Workers Comp - Classified	645		1,621	1,385	6,429
Employee Benefits	\$ 158,957	\$ 116,280	\$ 344,102	\$ 334,907	\$ 1,364,941
4100 - Approved Textbooks and Core Curricula Materials	34,775	33,935	56,796	55,771	130,000
4105 - Digital Text Books	_	-	-	· -	-
4205- Subscriptions	921	167	2,924	2,034	7,500
4300 - Materials and Supplies	-	-	-	-	-
4320 - Educational Software	4,632	5,033	50,546	36,658	130,000
4325 - Instructional Materials	61,100	49,226	104,942	99,169	245,000
4330 - Supplies	9,463	10,678	25,686	23,190	72,500
4352 - Staff Meetings	213	1,093	5,544	6,411	15,000
4353 - Testing Materials	1,878	424	2,326	848	12,500
4355 - EU Consumable	-	-	-	-	-
4360 - Marketing and Student Recruitment	-	-	-	-	20,500
4400 - Noncapitalized Expenditures	-	-	1,174	500	15,000
4420 - Computers	-	-	- 2742	-	45.000
4423 - Instructional Technology	392		2,713	2,500	15,000
4433 - Administrative Technology 4700 - Food	-	-	59,419	40,000	40,000 50,000
Books and Supplies	\$ 113,374	\$ 100,556	312,071	\$ 267,081	\$ 753,000
books and supplies	110,074	Ψ 100,000	312,071	207,001	Ψ 700,000
5103 - Resource Center Instructor	-	-	-	-	15,000
5104 - Shredding	107	50	160	166	750
5105 - Educational Units (EU's)	5,819	7,500	5,819	7,500	257,250
5108 - Student Memberships	1,709	500	2,294	1,000	15,000
5115 - Tutoring Services (Non-EU)	-	-	-	-	-
5200 - Travel and Conferences	287	220	1,519	474	15,000
5300 - Dues and Memberships	108		108	100	2,500
5305 - Dues and Memberships Professional	-	-	14,436	12,680	20,000
5400 - Insurance	16,854	17,500	103,617	55,724	81,312
5500 - Operations and Housekeeping	839 4,439	149 3,657	858 7,124	340 6,933	5,000
5510 - Electricty	351	276	570	486	48,500 10,900
5515 - Janitoral & Gardening Services 5520 - Alarm Services	226		762	1,005	5,000
5525 - Trash	-	-	-	-	1,500
5530 - Water	_	_	_	_	3,500
5808 - Property Tax	_	_	_	_	-
5600 - Rentals, Leases and Repairs	_	-	-	_	-
5605 - Equipment Lease	729	718	2,162	2,181	10,000
5610 - Facility Leases	43,123	44,195	180,149	169,154	601,920
5615 - Repairs and Maintenance Building	904	1,200	2,839	2,811	25,000
5617 - Equipment Maintenance Contracts & License Fees	12,827	10,000	134,435	92,053	138,975
5618 - Repairs & Maintenance - Auto	44	-	44	-	3,000
5800 - Professional/Consulting Services	8,905	6,570	32,956	23,191	120,000
5804 - Board Reimbursement	180	180	420	360	3,960
5805 - Management Fee	-	-	-	-	-
5809 - Banking Fees	355	293	1,205	877	3,600
5887 - ITConsultants		-	-	-	-
5821 - Interest Expense	1	-	-	-	-
5824 - District Oversight Fees	1	-	-	-	71,166
5830 - Fieldtrips	15,263	5,000	15,263	5,000	60,000
5839 - Fundraising	1	-	-	-	2,500
5843 - Interest	44.004	-	40.440	4 000	100
5845 - Legal Fees	11,064		16,448	1,000	5,000
5851 - Marketing and Student Recruitment	2,023		3,302	1,012	20,500
5860 - Printing and Delivery	276	60	1,216	560	7,500

Dimensions Collaborative School As of September 30, 2025	eptember Actuals	September Budget	YTD	Actuals	ΥT	D Budget	Budget
5863 - Professional Development	1,297	709		8,782		4,789	25,000
5869 - Special Education Services	346	409		8,500		409	100,000
5905 - Cell Service	937	1,200		4,459		3,366	17,500
5910 - Internet	4,732	4,346		11,164		11,816	47,500
5915 - Postage	-	-		119		50	1,775
5920 - Telephone	381	900		1,130		2,388	9,000
Services and Other Operating Expenses	\$ 134,127	\$ 107,194		561,859	\$	407,425	\$ 1,755,208
6000 - Capital Outlay	-	-		-		-	100,000
6900 - Depreciation	-	-		-		-	45,000
Capital Outlay	\$ -	\$	\$	-	\$	-	\$ 145,000
7000 - Other Outflows	-	-		-		-	-
Other Outflows	\$ -	\$	\$	-	\$	-	\$ -
Total Expenditure	\$ 822,963	\$ 751,091	\$	2,110,295	\$	1,932,034	\$ 8,419,400
Total Other Financing Sources (Uses)	\$ -	\$ -	\$	-	\$	-	\$ -
Excess (deficiency) of revenues and other financing							
sources over expenditures and other financing uses	\$ (122,357)	\$ (50,691)	\$	(626,088)	\$	(478,536)	\$ (287,028)
Fund Balance, Beginning of year	\$ 4,529,555	\$ 4,605,441	\$	5,033,286	\$	5,033,286	\$ 5,033,286
Fund Balance, End of Period	\$ 4,407,198	\$ 4,554,750	\$	4,407,198	\$	4,554,750	\$ 4,746,258

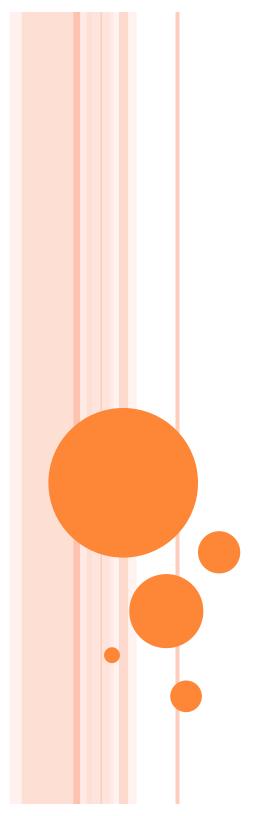
Dimensions Collaborative School As of September 30, 2025

2025/26 Actual & Forecast

	Jul Actual	Aug Actual	Sep Actual	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast
Beginning Cash	4,225,939	4,665,244	4,679,235	4,571,485	4,445,859	4,425,131	4,431,181	4,432,607	4,486,203	4,601,181	4,645,453	4,707,388
Revenue												
General Block Grant	344,912	344,912	648,327	620,840	620,840	648,327	550,909	660,543	690,285	660,543	660,543	664,266
Federal Income	-	-	-	-	240	-	-	1,431	907	907	907	60,190
Other State Income	24,120	47,044	43,564	43,416	60,436	44,803	124,372	46,681	74,613	41,405	41,405	161,748
Local Revenues	13,379	9,234	8,715	6,977	3,603	17,214	9,105	9,127	11,867	6,549	2,647	-
Total Revenue	382,411	401,190	700,606	671,233	685,119	710,344	684,386	717,782	777,672	709,404	705,502	886,204
Expenses												
Compensation & Benefits	171,992	488,910	575,462	515,554	514,037	499,619	524,218	491,970	512,723	512,723	496,059	507,882
Books & Supplies	115,220	83,476	113,374	125,241	48,801	56,804	30,682	41,274	38,596	35,817	34,103	32,920
Services & Other Operating Expenses	318,747	108,986	134,127	156,064	143,009	147,871	128,060	130,942	111,375	116,592	113,405	137,273
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	45,000
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	605,959	681,372	822,963	796,859	705,847	704,294	682,960	664,186	662,694	665,132	643,567	723,075
Operating Cash Inflow (Outflow)	(223,548)	(280,182)	(122,357)	(125,626)	(20,728)	6,050	1,426	53,596	114,978	44,272	61,935	163,129
Accounts Receivable	809,573	80,894	-	-	-	-	-	-	_	-	-	-
Other Current Assets	167,258	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(3,613)	1,052	(2,751)	-	-	-	-	-	-	-	-	-
Other Current Liabilities	(310,365)	212,227	17,358	-	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Liabilites	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	4,665,244	4,679,235	4,571,485	4,445,859	4,425,131	4,431,181	4,432,607	4,486,203	4,601,181	4,645,453	4,707,388	4,870,517

Cycle: FY2025-2026; Fund Class: <All>; Fund Columns: <All Funds>,62; Account Code Expression: ([Fund] = '62'); Balance Date: 09/30/2025; Detail: No

Description	Total				
9110-7639 - Cash In Treasury	\$	2,393,071.35			
9124-4000 - Cash In Bank - Wells Fargo Petty Cash	\$	2,554.73			
9126-3366 - Cash In Bank - US Bank	\$	2,004.70			
9124-3994 - Cash in Bank - Wells Fargo Sweep	\$	2,089,478.08			
9124-4018 - Cash in Bank - Wells Fargo Operating	\$	86,381.18			
9191 - Due to / from - Community Montessori	***	-			
9210- AR PCSGP Grant	\$	_			
9219- AR Special Education (Fed)	\$	_			
9226- AR Child Nutrition (Fed)	\$	467.62			
9230- AR State Aid	\$	-			
9232- AR Property Tax	\$	_			
9233- AR Lottery	\$	39,532.17			
9239- AR Special Education	\$	-			
9246- AR Child Nutrition (State)	\$	711.48			
9253- AR ASAP	\$	-			
9260- AR Misc	\$	_			
9312 - Due from CM	\$	_			
9330- Prepaid Expenditures	\$	_			
9340- Due from US Bank	\$	_			
9420 - Land Improvement	\$	38,879.18			
9425 - Accumulated Depreciation - Land Improvements	\$	(5,950.86)			
9430 - Buildings	\$	369,786.16			
9436 - Accumulated Depreciation - Buildings	\$	(300,718.88)			
9440 - Equipment	\$	517,782.62			
9445 - Accumulated Depreciation- Equipment	\$	(443,583.52)			
9360 - Other Assets Deposits	\$	96,961.73			
9371 - Right of Use Asset Operating	\$	2,632,079.00			
9372 - Right of Use Asset Operating 9372 - Right of Use Asset Operating Accumulated Amortization	\$	(1,358,845.00)			
		<u> </u>			
Subtotal of Account Group: Assets	\$	6,158,587.04			
9500 - Accounts Payable	\$	130,123.17			
9501- Accrued Accounts Payable	\$	-			
9514 - AP Other	\$	-			
9515 - AP Payroll Processing Fee	\$ \$	1,411.31			
9520 - Met Legal	\$	(85.98)			
9522 - Group Life Insurance	\$ \$	179.23			
9523 - Voluntary Benefits	\$	404.71			
9525 - FSA	\$ \$	2,135.45			
9540 - Payroll Taxes Liability	\$	37,837.71			
9555 - STRS Liability	\$	90,726.87			
9570 - Wages Payable	\$	142,616.90			
9572 - Accrued PTO/Vacation	\$ \$ \$ \$ \$	105,696.34			
9580 - 403B	\$	8,704.36			
9585 - Training	\$	531.58			
9640 - Current Loans (ASAP)	\$	=			
9641 - Right of Use Operating Liability	\$	1,359,841.00			
9650 - Deferred Revenue	\$	-			
9655 - Deferred Rent	\$ \$	-			
9669 - Other General Long Term Debt	\$	-			
APSB - AP Balancing	\$	(128,733.91)			
Subtotal of Account Type: Liability	\$	1,751,388.74			
9760 - Fund Balance, unreserved	\$	5,033,285.83			
Net Increase/Decrease	\$	(626,087.53)			
Subtotal of Account Type: Fund Balance/Retained Earnings	\$	4,407,198.30			
Subtotal of Account Group: Liabilities/Fund Balance	\$	6,158,587.04			



December 5, 2025

COMMUNITY MONTESSORI

October 2025 Financials

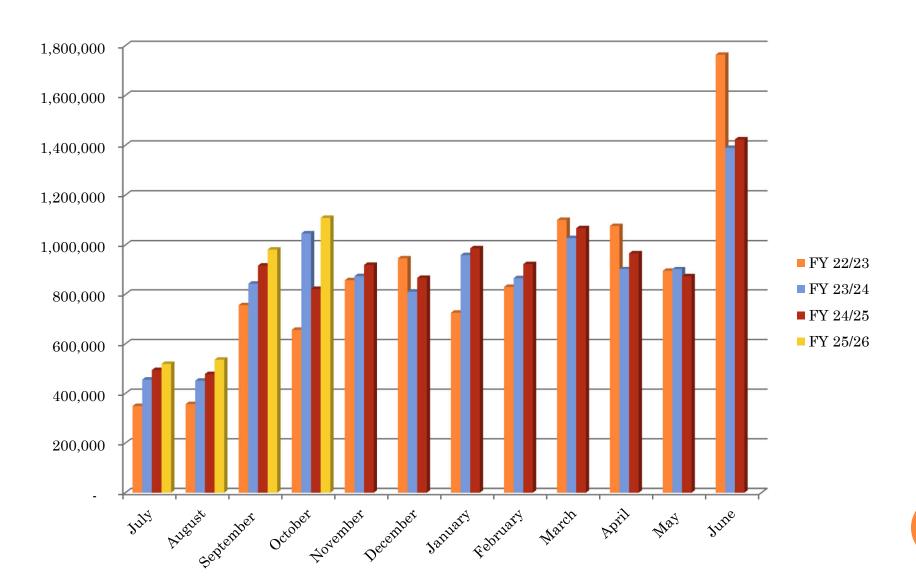
CONTENTS

• FY 25-26 October Financials

FY 25-26 FINANCIALS

- REVENUE
- Revenue was \$95,503 more than forecasted
 - \$2 General Block Grant
 - On budget
 - \$70,000 Other State Income
 - Student Support and Professional Development grant more than budgeted
 - \$0 Federal Income
 - On budget
 - \$25,500 Local Income
 - Fieldtrip revenue was higher than projected for the month

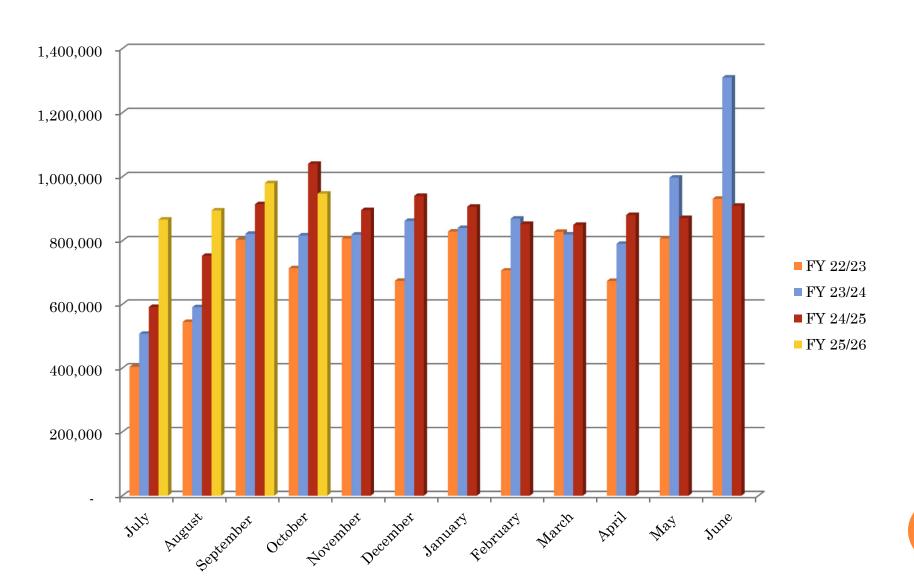
CM REVENUE YEAR OVER YEAR



FY 25-26 FINANCIALS

- EXPENSES
- Expenditures were \$13,924 higher than forecasted
 - \$20,766 Certificated Employees
 - Teacher salaries lower than projected for the month
 - Staff member on leave
 - o Certificated Administrators/Supervisors lower than projected for the month
 - Staff member vacancy
 - \$6,919 Classified Employees
 - Classified supervisor and administrators' salaries lower than projected for the month
 - DAPA vacancy
 - \$2,398 Employee Benefits
 - STRS costs lower than projected for the month
 - Staff on leave
 - \$25,533 Books and Supplies
 - Educational software higher than projected for the month
 - Curriculum Associates (Timing. Paid in December last school year)
 - \$18,474 Services and Other Operating Expenses
 - Insurance costs lower than projected for the month
 - Refund received from broker for erroneously billed policies
 - Legal fees higher than projected for the month
 - \$0 Capital Expenditures
 - On budget

CM Expenditures Year Over Year



FISCAL YEAR FINANCIAL UPDATE

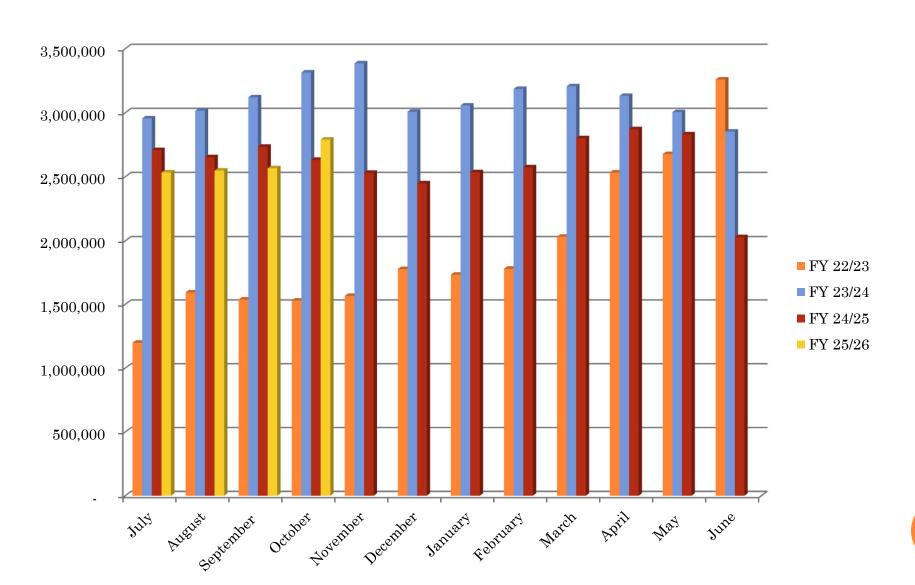
• We are currently <u>33</u> percent through the fiscal year

- Certificated Salaries are at 28 percent of total budget
- Classified Salaries are at 31 percent of total budget
- Employee Benefits are at 34 percent of total budget
- Books and Supplies are at 42 percent of total budget
- Services and Other Operating Expenses are at 39 percent of total budget
- Capital Expenditures are at 44 percent of budget
- Total Expenses are at 33 percent of total budget

CASH FORECAST

- CM started off October 2025 with \$2,566,851 in cash
 - CM received \$222,918 more in cash than they spent in the month of October
 - CM ended the month of October 2025 with \$2,789,770 in cash
 - \$1,163,350 of which is reserved for economic uncertainties
 - \$1,000,000 of which is reserved future building purchases, replacements and or modernizations
 - \$626,419 of which has no designations. This represents undesignated cash reserves of 6% (4% or \$69,000 whichever is greater minimum)

CM CASH YEAR OVER YEAR



Community Montessori As of October 31, 2025	Oct	tober Actuals	October	Budget	Variance	YTD	Actuals	YTI	D Budget	Budget
REVENUE										
General Block Grant		836,179	8	36,177	2		2,640,668		2,640,664	9,723,184
Other State Income		232,130	1	62,130	70,000		392,150		293,990	1,243,090
Federal Income		-		-	-		-		-	168,553
Local Revenue		40,279		14,779	 25,500		112,185		48,779	 193,500
Total Revenue	\$	1,108,589	\$ 1,0	13,086	\$ 95,503	\$	3,145,003	\$	2,983,433	\$ 11,328,327
EXPENSES										
Certificated Employees		349,826	3	70,592	20,766		1,088,582		1,135,824	3,897,325
Classified Employees		211,459	2	18,378	6,919		677,006		699,811	2,191,690
Employee Benefits		144,676	1	47,074	2,398		559,610		558,384	1,664,375
Books and Supplies		69,036		43,503	(25,533)		255,577		207,453	605,000
Services and Other Operating Expenses		172,388	1	53,914	(18,474)		906,111		797,902	2,325,941
Capital Outlay/Depreciation					 		201,975		199,000	 462,100
Total Expenditure	\$	947,385	\$ 9	33,461	\$ (13,924)	\$	3,688,861	\$	3,598,374	\$ 11,146,431
Total Other Financing Sources (Uses)	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -
Excess (deficiency) of revenues and other financing										
sources over expenditures and other financing uses	\$	161,204	\$	79,625	\$ 81,579	\$	(543,858)	\$	(614,940)	\$ 181,896
Fund Balance, Beginning of Period	\$	5,511,729	\$ 5,5	22,225		\$	6,216,790	\$	6,216,790	\$ 6,216,790
Fund Balance, End of year	\$	5,672,933	\$ 5,6	01,850		\$	5,672,933	\$	5,601,850	\$ 6,398,686

Community Montessori As of October 31, 2025	Oct	ober Actuals	00	tober Budget	YTD	Actuals	YTD	Budget		Budget
REVENUE	Oct	obci Actuals	00	tober baaget	110	Actuals	110	Duaget		Dauget
8012 - Education Protection Account				_		39,224		39,224		161,112
8011 - Charter School General Purpose Aid		836,179		836,177		2,601,444		2,601,440		8,336,371
8096 - In Lieu of Property Taxes		-		-				2,001,110		1,225,701
8592 - Charter Schools Categorical Block Grant		_		_		_		_		-
General Block Grant	\$	836,179	\$	836,177	\$	2,640,668	\$	2,640,664	\$	9,723,184
		,	·	,	,	,,	·	,,	,	., .,
8297 - Prior Year Revenue not Accrued		-		-		-		-		-
8310 - Implementation Grant		-		-		-		-		-
8311 - Other State Apportionments		62,672		62,460		194,744		194,320		739,125
8319 - Other State Apportionments - Prior Years		(14,744)		-		(14,744)		-		-
8520 - State School Lunch		-		-		-		-		168,000
8550 - Mandated Cost Reimbursement		-		-		-		-		16,530
8560 - State Lottery Revenue		-		-		-		-		219,765
8590 - All Other State Revenue		184,202		99,670		212,149		99,670		99,670
Other State Income	\$	232,130	\$	162,130	\$	392,150	\$	293,990	\$	1,243,090
8182 - Special Education Reimbursement		-		-		_		-		114,653
8220 - Federal School Lunch		-		-		-		-		53,900
8297 - Prior Year Federal - Not Accrued		-		-		-		-		-
8290 - Other Federal Revenue		_		-		_		_		_
Federal Income	\$		\$		\$		\$		\$	168,553
										·
8639 - Sales		32,174		5,000		68,236		10,000		50,000
8650 - Leases and Rentals		-		-		-		-		-
8660 - Interest		3,243		4,779		34,086		33,779		90,000
8699 - All Other Local Revenue		-		-		-		-		-
8701 - Student Fees		-		-		-		-		3,500
8781 - All Other Transfers From Districts or Charter Schools		-		-		-		-		-
8797 - All Other Financing Sources		-		-		-		-		-
8803 - Fundraising		4,862		5,000		9,862		5,000		50,000
8999 - Uncategorized Revenue		-		-		-		-		-
Local Revenue	\$	40,279	\$	14,779	\$	112,185	\$	48,779	\$	193,500
Total Revenue	\$	1,108,589	\$	1,013,086	\$	3,145,003	\$	2,983,433	\$	11,328,327
EXPENSES										
1100 - Teachers Salaries		296,513		313,702		906,686		937,662		3,195,277
1101 - Teacher Stipends		2,700		300		3,150		900		47,500
1200 - Certified Pupil Support Salaries		5,974		6,077		17,886		18,231		67,773
1300 - Certificated Supervisors and Administrators Salaries		44,639		50,513		160,859		179,031		586,775
Certificated Employees	\$	349,826	\$	370,592	\$	1,088,582	\$	1,135,824	\$	3,897,325
2100 - Instructional Aide Salaries		85,571		85,395		240,448		240,185		771,073
2101 -Club E Hourly		-		-		-		-		-
2200 - Classified Support Salaries		35,802		35,334		104,483		106,002		252,248
2201 -Club E Salary		-		-		-		-		-
2300 - Classified Supervisors and Administrators Salaries		34,077		42,149		141,110		168,026		524,327
2400 - Clerical, Technical and Office Staff Salaries		50,071		50,000		167,862		163,052		572,889
2900 - Classified Other Salaries		-		-		-		-		-
2930 - Maintenance and Grounds		5,938		5,500		23,105		22,546		71,153
Classified Employees	\$	211,459	\$	218,378	\$	677,006	\$	699,811	\$	2,191,690
3101 - CalSTRS		66,106		68,723		204,104		211,420		744,389
3202 - 403B/457/401A Employer Contribution		9,631		9,980		35,137		36,615		127,955
3301 - OASDI/Medicare- Certificated Postions		4,876		4,876		15,688		15,000		54,750
3302 - OASDI/Medicare- Classified Postions		15,480		15,791		50,069		52,566		157,738
3401 - Health & Welfare Benefits, Certificated Positions		26,428		26,095		145,233		139,577		336,000

Community Montessori As of October 31, 2025	October Actuals	October Budget	YTD Actuals	YTD Budget	Budget
3402 - Health & Welfare Benefits, Classified Positions	18,114	18,058	96,187	91,176	189,735
3501 - SUI- Certificated Positions	-	25	605	827	7,961
3502 - SUI- Classified Postions	444	344	1,191	1,046	9,956
3601 - Workers Comp - Certificated	2,228	2,064	6,990	6,361	22,917
3602 - Workers Comp - Classified	1,369	1,118	4,406	3,796	12,974
Employee Benefits	\$ 144,676	\$ 147,074	\$ 559,610	\$ 558,384	\$ 1,664,375
4100 - Approved Textbooks and Core Curricula Materials	1,532	8,303	26,215	22,920	35,000
4205- Subscriptions	977	322	1,280	604	5,500
4300 - Materials and Supplies	-	-	-	-	-
4320 - Educational Software	29,796	2,362	51,519	16,775	55,000
4325 - Instructional Materials	1,501	1,163	18,920	21,734	75,000
4330 - Supplies	10,528	6,595	47,544	41,979	120,000
4352 - Staff Meetings	2,299	1,306	10,119	9,491	15,000
4353 - Testing Materials	1,699	565	3,720	1,758	20,000
4355 - EU Consumable	-	-	-	-	-
4360 - Marketing and Student Recruitment	-	-	-	-	29,500
4400 - Noncapitalized Expenditures	-	-	-	2,609	15,000
4420 - Computers	-	-	-	-	-
4423 - Instructional Technology	-	-	599	750	10,000
4433 - Administrative Technology	1,350	-	72,054	60,000	60,000
4700 - Food	19,355	22,887	23,606	28,833	165,000
Books and Supplies	\$ 69,036	\$ 43,503	255,577	\$ 207,453	\$ 605,000
5103 - Learning Center Instructor	4,695	4,665	4,695	4,665	40,000
5104 - Shredding	77	82	308	246	1,200
5105 - Educational Units (EU's)	_	_	_	-	_
5115 - Tutoring Services (Non-EU)	-	_	_	-	_
5125 - Student Memberships	-	_	_	-	_
5200 - Travel and Conferences	2,052	2,494	4,238	4,353	20,000
5300 - Dues and Memberships	-	· -	155	-	250
5305- Dues and Memberships Professional	-	_	16,600	16,188	25,000
5400 - Insurance	(10,364)	5,200	140,719	133,566	112,309
5500 - Operations and Housekeeping	1,163	1,460	1,508	2,162	15,000
5510 - Electricty	9,922	8,109	27,083	22,351	70,000
5515 - Janitoral Services/Gardening	1,199	1,998	4,539	7,084	30,000
5520 - Alarm Services	1,837	2,053	5,627	4,590	12,500
5525 - Trash	1,549	1,514	4,764	4,487	13,500
5530 - Water	4,265	3,997	9,983	10,177	30,000
5600 - Rentals, Leases and Repairs	-	-	-	-	-
5605 - Equipment Lease	145	1,194	3,666	4,820	15,000
5610 - Facility Leases	68,867	68,409	330,692	328,731	793,100
5615 - Repairs and Maintenance Building	7,504	1,557	16,958	6,074	30,000
5617 - Equipment Maintenance Contracts & License Fees	9,589	4,501	123,384	93,151	156,875
5618 - Repair & Maintenance - Auto	95	100	159	100	3,000
5800 - Professional/Consulting Services	38,358	21,324	77,906	60,575	160,000
5804 - Board Reimbursement	180	240	600	540	3,960
5805 - Administrative Fee	-	-	-	-	-
5808 - Property Tax	-	-	-	-	1,605
5809 - Banking Fees	73	-	158	-	500
5843 - Interest Expense	4,005	4,554	16,571	17,950	50,000
5824 - District Oversight Fees	-	-	-	-	97,232
5830 - Fieldtrips	3,230	5,000	20,129	17,857	220,410
5839 - Fundraising	-	-	4,030	1,000	12,500
5845 - Legal Fees	1,119	100	24,787	1,100	10,000
5851 - Marketing and Student Recruitment	-	-	596	500	29,500

Community Montessori As of October 31, 2025	Oct	tober Actuals	00	ctober Budget	YTI) Actuals	Υ٦	ΓD Budget	Budget
5860 - Printing and Delivery		-		-		1,519		602	10,000
5863 - Professional Development		6,393		5,233		19,226		15,083	75,000
5869 - Special Education Services		9,132		3,422		17,123		13,816	200,000
5887 - IT Consultants		-		-		-		-	-
5905 - Cell Service		2,582		1,341		6,805		5,351	22,500
5910 - Internet		3,762		4,032		18,611		16,308	50,000
5915 - Postage		286		239		413		489	2,500
5920 - Telephone		673		1,096		2,557		3,986	12,500
Services and Other Operating Expenses	\$	172,388	\$	153,914		906,111	\$	797,902	\$ 2,325,941
6000 - Capital Outlay		-		-		201,975		199,000	282,100
6900 - Depreciation		-		-		-		-	\$ 180,000
Capital Outlay	\$	-	\$		\$	201,975	\$	199,000	\$ 462,100
Total Expenditure	\$	947,385	\$	933,461	\$	3,688,861	\$	3,598,374	\$ 11,146,431
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-	\$ -
Excess (deficiency) of revenues and other financing									
sources over expenditures and other financing uses	\$	161,204	\$	79,625	\$	(543,858)	\$	(614,940)	\$ 181,896
Fund Balance, Beginning of year	\$	5,511,729	\$	5,522,225	\$	6,216,790	\$	6,216,790	\$ 6,216,790
Fund Balance, End of Period	\$	5,672,933	\$	5,601,850	\$	5,672,933	\$	5,601,850	\$ 6,398,686

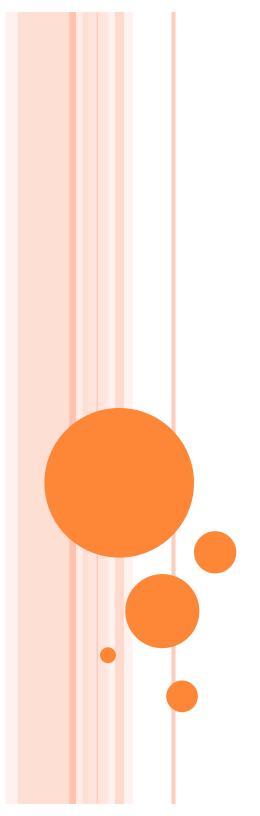
Community Montessori As of October 31, 2025

2025/2026 Actual & Forecast

	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast
Beginning Cash	2,029,023	2,533,470	2,548,446	2,566,851	2,789,770	2,799,587	2,673,166	2,736,853	2,854,274	2,983,294	3,040,483	3,074,354
Revenue												
General Block Grant	464,543	464,543	875,403	836,179	800,735	839,763	800,735	810,015	849,451	810,015	810,015	881,501
Federal Income	-	- ,	-	-	6,775	-	-	18,326	7,009	7,009	7,009	132,316
Other State Income	34,700	62,647	62,672	232,130	99,584	4,017	176,158	107,571	146,509	144,284	84,342	211,153
Local Revenues	19,896	8,653	43,356	40,279	11,595	17,445	33,905	47,225	18,202	10,716	-	10,102
Total Revenue	519,139	535,844	981,431	1,108,589	918,689	861,225	1,010,798	983,137	1,021,171	972,024	901,366	1,235,072
Expenses												
Compensation & Benefits	209,199	650,854	759,185	705,961	664,030	670,949	705,694	654,769	697,960	688,574	685.625	604,184
Books & Supplies	126,322	36,431	23,788	69,036	37,882	53,973	28,723	28,596	42,444	34,444	34,444	39,717
Services & Other Operating Expenses	357,471	179,192	197,060	172,388	194,110	249,874	199,844	169,501	138,897	178,967	134,576	224,254
Capital Outlay	173,450	28,525	-	-	-	-	-	-	-	-		180,000
Total Expenses	866,441	895,002	980,033	947,385	896,022	974,796	934,261	852,866	879,301	901,985	854,645	1,048,155
Operating Cash Inflow (Outflow)	(347,302)	(359,159)	1,399	161,204	22,667	(113,571)	76,537	130,271	141,870	70,039	46,721	186,917
Accounts Receivable	1,066,906	127,933	-	69,926	-	-	-	-	-	-	-	-
Other Current Assets	182,030	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(1,407)	444	(23)	14	-	-	-	-	-	-	-	-
Fixed Asset	<u>-</u>	-	-	-	-	-	-	-	-	-	-	-
Other Current Liabilities	(382,423)	259,027	30,346	5,272	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Liabilities	(13,357)	(13,268)	(13,316)	(13,497)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)	(12,850)
Ending Cash	2,533,470	2,548,446	2,566,851	2,789,770	2,799,587	2,673,166	2,736,853	2,854,274	2,983,294	3,040,483	3,074,354	3,248,421

Cycle: FY2025-2026; Fund Class: <All>; Fund Columns: <All Funds>,62; Account Code Expression: ([Fund] = '62'); Balance Date: 10/31/2025; Detail: No

Description	Total					
9110-7638 - Cash In Treasury	\$	1,957,282.69				
9124-4000 - Cash in Fredouty 9124-4000 - Cash in Bank - Wells Fargo Petty Cash	\$	128.09				
9124-4018 - Cash In Bank - Wells Fargo Operating	\$	832,358.74				
9126-3366 - Cash In Bank - US Bank	\$	-				
9124-3994 - Cash in Bank - Wells Fargo Sweep						
9191 - Due to / from - Dehesa	\$ \$ \$ \$ \$ \$	-				
9219- AR Special Education (Fed)	φ	-				
9226- AR Child Nutrition (Fed)	φ	-				
9230- AR Child Nathlion (Fed)	Φ	-				
	φ	10 045 00				
9232- AR Property Tax	\$	10,845.00				
9233- AR Lottery	\$	-				
9239- Special Education	φ	-				
9240- AR - State Aid	\$ \$ \$ \$ \$	-				
9246- AR Special Education (State)	Ф	-				
9253- AR - ASAP	\$	-				
9260- Miscellaneous	\$	-				
9330 - Prepaid Expenditures	\$	-				
9340 - Other Current Assets	\$	-				
9410 - Land	\$	2,100,000.00				
9420 - Improvement of Site	\$	393,486.75				
9425 - Accumulated Depreciation - Site	\$	(140,100.74)				
9430 - Buildings	\$	3,404,786.30				
9436 - Accumulated Depreciation - Building Improvements	\$	(1,314,143.46)				
9440 - Equipment	\$	232,301.22				
9445 - Accumulated Depreciation- Equipment	\$	(105,664.80)				
9360 - Other Assets Deposits	\$	35,758.02				
9371 - Right of Use Asset Operating	\$	4,517,739.00				
9372 - Right of Use Asset Operating Accumulated Depreciation	\$	(1,596,628.00)				
Subtotal of Account Group: Assets	\$	10,328,148.81				
9500 - Accounts Payable	\$	16,043.48				
9501- Accrued Accounts Payable	\$	-				
9512- District PY Property Tax Adjustment	\$	-				
9514 - AP Other	\$	-				
9515 - AP Payroll Processing	\$	1,892.48				
9520 - Met Legal	\$	(103.90)				
9522 - Group Life Insurance	\$	(333.93)				
9523 - Voluntary Benefits	\$	(721.42)				
9525 - FSA	\$	3,354.20				
9526 - Cobra	\$	-				
9540 - Payroll Taxes Liability	\$	55,839.78				
9555 - STRS Liability	\$	107,415.71				
9570 - Wages Payable	\$	197,142.40				
9572 - Accrued PTO/Vacation						
	\$	138,836.63				
9580 - 403B	\$	14,396.32				
9585 - Training	\$	2,530.00				
9622 - Due to (From) DCS	\$	-				
9640 - Current Loans (ASAP)	\$	-				
9641 - Right of Use Operating Liability	\$	3,027,882.00				
9655 - Deferred Rent	\$	-				
9669 - Wells Fargo Mortgage	\$	1,105,102.41				
APSB - AP Balancing	\$	(14,060.23)				
Subtotal of Account Type: Liability	\$	4,655,215.93				
9760 - Fund Balance	\$	6,216,790.44				
Net Increase/Decrease	\$	(543,857.56)				
Subtotal of Account Type: Fund Balance/Retained Earnings	\$	5,672,932.88				



December 5, 2025 **DIMENSIONS COLLABORATIVE**

SCHOOL

October 2025 Financials

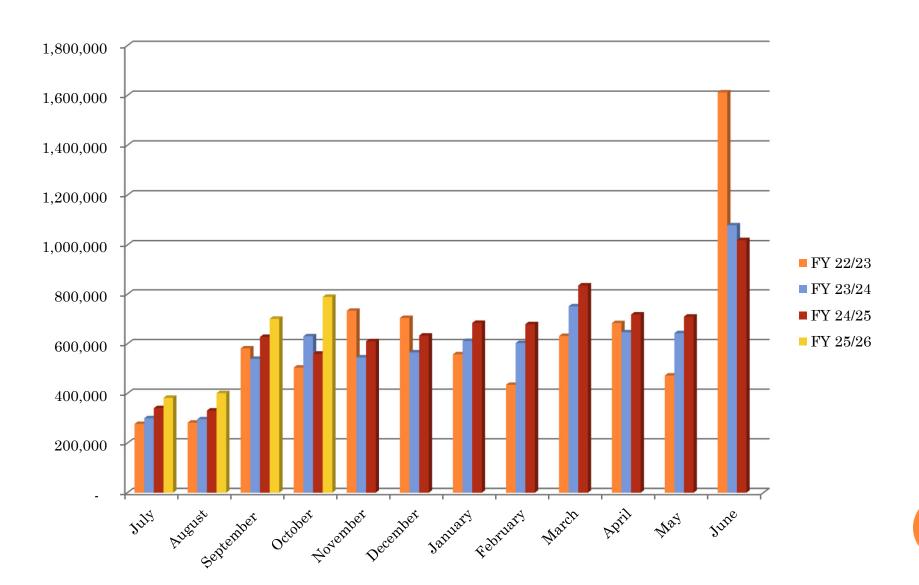
CONTENTS

• FY 25-26 October Financials

FY 25-26 FINANCIALS

- REVENUE
- Revenue received was \$46,922 more than was forecasted
 - \$0 General Block Grant
 - On budget
 - \$48,215 Other State Income
 - Student Support and Professional Development grant more than budgeted
 - \$0 Federal Income
 - On budget
 - \$1,293 Local Income
 - On budget

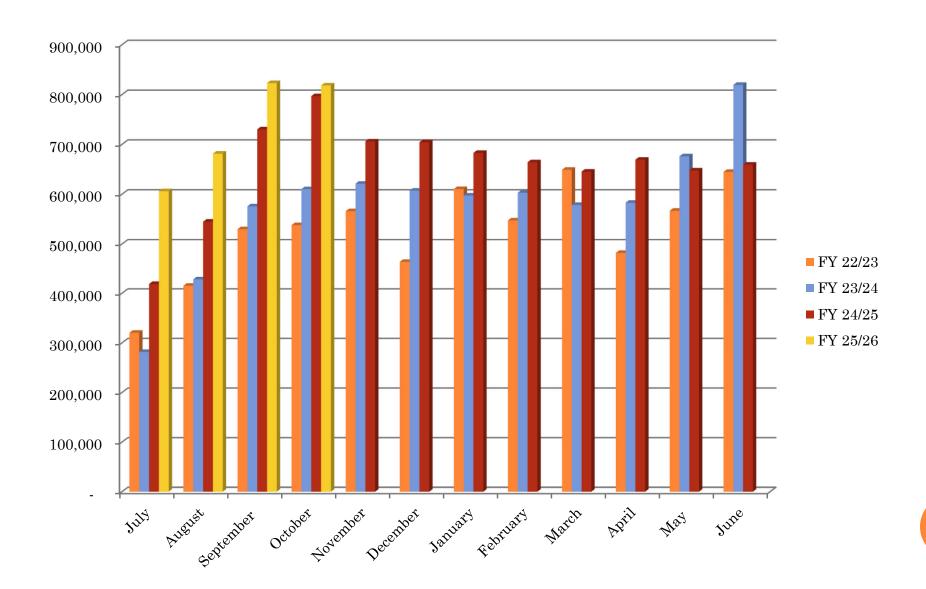
DCS REVENUE YEAR OVER YEAR



FY 25-26 FINANCIALS

- EXPENSES
- Expenditures were \$9,710 less than forecasted
 - \$10,387 Certificated Employees
 - Teacher salaries lower than projected for the month
 - Staff member on leave
 - Staff member vacancy
 - Certificated Administrators/Supervisors lower than projected for the month
 - Staff member vacancy
 - \$1,814 Classified Employees
 - o Classified supervisors and administrators' salaries lower than projected for the month
 - DAPA position is vacant
 - o Clerical, technical and office staff salaries higher than projected for the month
 - New hires
 - \$69 Employee Benefits
 - STRS lower than projected for the month
 - Staff leaves and vacancies
 - Health and welfare costs higher than projected for the month
 - \$20,503 Books and Supplies
 - Textbooks and core curriculum costs higher than projected for the month
 - Savvas Learning Company LLC
 - \$18,082 Services and Other Operating Expenses
 - Insurance costs lower than projected for the month
 - Refund received from broker for erroneously billed policies
 - Legal fees higher than projected for the month
 - o Increased usage of attorneys this year
 - \$0 Capital Outlay
 - o On budget

DCS Expenditures Year Over Year



FISCAL YEAR FINANCIAL UPDATE

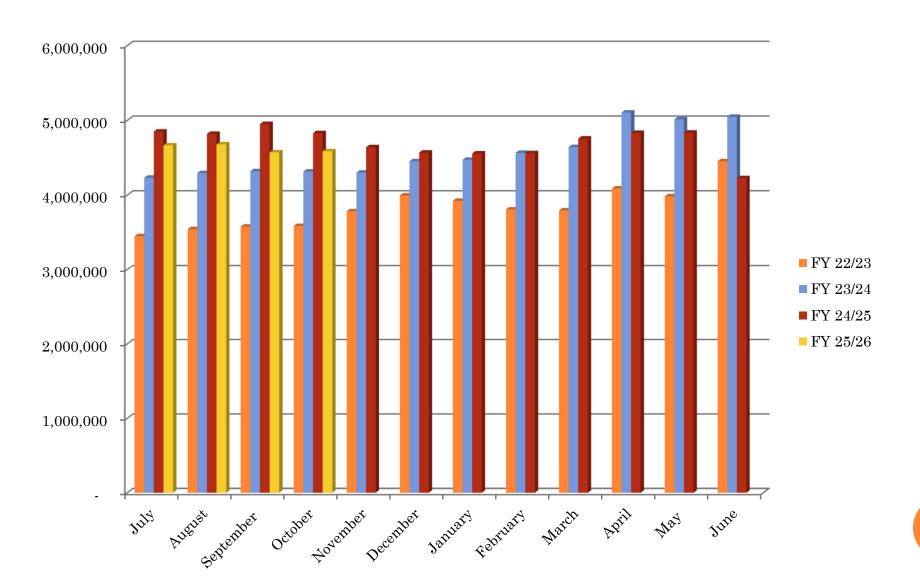
• We are currently <u>33</u> percent through the fiscal year

- Certificated Salaries are at 29 percent of budget
- Classified Salaries are at 32 percent of budget
- Employee Benefits are at 34 percent of budget
- Books and Supplies are at 60 percent of budget
- Services and Other Operating expenses are at 40 percent of budget
- Capital Outlay expenses are at 0 percent of budget
- Total Expenses are at 35 percent of budget

CASH FORECAST

- DCS started off October 2025 with \$4,571,485 in cash
 - DCS received \$19,878 more in cash than they spent in the month of October
 - DCS ended the month of October 2025 with \$4,591,364 in cash
 - \$1,684,386 of which is reserved for economic uncertainties
 - \$2,000,000 of which is reserved future building purchases, replacements and or modernizations
 - \$906,977 of which has no designations. This represents undesignated cash reserves of 11% (4% or \$69,000 whichever is greater minimum)

DCS CASH YEAR OVER YEAR



Dimensions Collaborative School As of October 31, 2025	Oct	ober Actuals	October Budget		Variance	YTD	Actuals	YTD	Budget	Budget
REVENUE										
General Block Grant		620,840	620,840		-		1,958,991		1,958,991	7,116,554
Other State Income		163,017	114,802		48,215		277,746		206,458	804,366
Federal Income		-	-		-		-		-	100,277
Local Revenue	<u> </u>	5,310	6,603		(1,293)		36,638		30,294	 111,175
Total Revenue	\$	789,167	\$ 742,245	\$	46,922	\$	2,273,374	\$	2,195,743	\$ 8,132,372
EXPENSES										
Certificated Employees		312,182	322,569		10,387		956,926		983,895	3,318,419
Classified Employees		103,410	105,224		1,814		350,928		366,519	1,082,832
Employee Benefits		116,349	116,280		(69)		460,452		451,187	1,364,941
Books and Supplies		140,382	119,879		(20,503)		452,453		386,960	753,000
Services and Other Operating Expenses		145,888	163,970		18,082		707,747		571,395	1,755,208
Capital Outlay/Depreciation		-	-		-		-		-	145,000
Other Outflows				_						
Total Expenditure	\$	818,212	\$ 827,922	\$	9,710	\$	2,928,506	\$	2,759,956	\$ 8,419,400
Total Other Financing Sources (Uses)	\$		\$ -	\$		\$		\$		\$
Excess (deficiency) of revenues and other financing										
sources over expenditures and other financing uses	\$	(29,044)	\$ (85,677)	\$	56,633	\$	(655,132)	\$	(564,213)	\$ (287,028)
Fund Balance, Beginning of Period	\$	4,407,198	\$ 4,554,750			\$	5,033,286	\$	5,033,286	\$ 4,923,660
Fund Balance, End of year	\$	4,378,154	\$ 4,469,073			\$	4,378,154	\$	4,469,073	\$ 4,636,632

Dimensions Collaborative School As of October 31, 2025	Octo	ber Actuals	Oc	tober Budget	YTD	Actuals	YTD	Budget	Budget
REVENUE									
8012 - Education Protection Account		_		_		27,487		27,487	113,850
8011 - Charter School General Purpose Aid		620,840		620,840		1,931,504		1,931,504	6,616,901
8096 - In Lieu of Property Taxes		-		-		-		-	385,803
8592 - Charter Schools Categorical Block Grant		-		-		-		-	-
General Block Grant	\$	620,840	\$	620,840	\$	1,958,991	\$	1,958,991	\$ 7,116,554
8019 - Prior Year Revenue not Accrued		_		_		_		_	_
8311 - Other State Apportionments		43,564		43,416		135,368		135,072	522,304
8319 - Other State Apportionments - Prior Years		(9,630)		-		(9,630)		-	-
8520 - State School Lunch		-		-		-		-	38,131
8550 - Mandated Cost Reimbursement		-		-		-		-	17,140
8560 - State Lottery Revenue		-		-		-		-	155,405
8590 - All Other State Revenue		129,083		71,386		152,007		71,386	71,386
Other State Income	\$	163,017	\$	114,802	\$	277,746	\$	206,458	\$ 804,366
8182 - Special Education Reimbursement		-		-		-		-	79,514
8220 - Federal School Lunch		-		-		-		-	20,763
8297 - Prior Year Federal - Not Accrued		-		-		-		-	-
8290 - Other Federal Revenue		-		-		-		-	-
Federal Income	\$	-	\$	-	\$	-	\$	-	\$ 100,277
8639 - Sales		-		-		404		-	3,500
8650 - Leases and Rentals		-		-		-		-	-
8660 - Interest		4,962		6,103		35,886		29,794	97,500
8699 - All Other Local Revenue		-		-		-		-	-
8701 - Student Fees		-		-		-		-	175
8781 - All Other Transfers from Districts or Charter Schools		-		-		-		-	-
8797 - All Other Financing Sources 8803 - Fundraising		- 348		500		- 348		500	10,000
8999 - Uncategorized Revenue		-		-		-		-	10,000
Local Revenue	\$	5,310	\$	6,603	\$	36,638	\$	30,294	\$ 111,175
Total Revenue	\$	789,167	\$	742,245	\$	2,273,374	\$	2,195,743	\$ 8,132,372
EXPENSES									
1100 - Teachers Salaries		259,779		267,573		784,337		803,057	2,702,977
1101 - Teacher Stipends		4,209		3,400		9,459		6,800	34,000
1200 - Certified Pupil Support Salaries		12,573		11,967		37,695		35,901	131,339
1300 - Certificated Supervisors and Administrators Salaries		35,621		39,629		125,435		138,137	450,103
Certificated Employees	\$	312,182	\$	322,569	\$	956,926	\$	983,895	\$ 3,318,419
2100 - Instructional Aide Salaries		18,187		17,705		53,417		51,651	159,021
2200 - Classified Support Salaries		21,586		22,675		63,361		68,025	194,928
2300 - Classified Supervisors and Administrators Salaries		23,681		29,208		98,059		116,320	333,977
2400 - Clerical, Technical and Office Staff Salaries		35,830		32,264		120,035		116,117	353,492
2900 - Classified Other Salaries		-		-		-		-	-
2930 - Maintenance and Grounds		4,127	_	3,372		16,056		14,406	41,414
Classified Employees	\$	103,410	\$	105,224	\$	350,928	\$	366,519	\$ 1,082,832
3101 - CalSTRS		58,669		61,611		178,811		187,924	633,818
3202 - 403B/457/401A Employer Contribution		5,413		5,635		20,982		21,555	68,457
3301 - OASDI/Medicare- Certificated Postions		4,348		4,165		13,578		12,773	45,902
3302 - OASDI/Medicare- Classified Postions		7,528		7,718		25,900		27,016	76,465
3401 - Health & Welfare Benefits, Certificated Positions		28,797		26,737		171,255		156,478	377,962
3402 - Health & Welfare Benefits, Classified Positions		8,663		7,690		40,316		36,807 897	125,923
3501 - SUI- Certificated Positions 3502 - SUI- Classified Postions		2 268		299 136		346 843		428	6,452 4,327
		-		-		-		420	4,327
3503 - Employer Other - Certificated		-		-		-		-	-

Dimensions Collaborative School As of October 31, 2025	Octob	er Actuals	O	ctober Budget	YTD	Actuals	YTD	Budget	В	Budget
3504 - Employer Other - Classified		_		- -		-				
3601 - Workers Comp - Certificated		1,987		1,753		6,127		5,388		19,206
3602 - Workers Comp - Classified		672		536		2,293		1,921		6,429
Employee Benefits	\$		\$	116,280	\$	460,452	\$	451,187	\$	1,364,941
4100 - Approved Textbooks and Core Curricula Materials		52,723		33,935		109,519		89,706		130,000
4105 - Digital Text Books		-		-		-		-		-
4205- Subscriptions		166		167		3,089		2,201		7,500
4300 - Materials and Supplies		-		-		-		-		-
4320 - Educational Software		24,220		20,839		74,766		57,497		130,000
4325 - Instructional Materials		47,102		49,226		152,044		148,395		245,000
4330 - Supplies		6,208		10,678		31,893		33,868		72,500
4352 - Staff Meetings		984		1,093		6,528		7,504		15,000
4353 - Testing Materials		2,709		424		5,035		1,272		12,500
4355 - EU Consumable		-		-		-		-		-
4360 - Marketing and Student Recruitment		1,100		1,000		1,100		1,000		20,500
4400 - Noncapitalized Expenditures		-		-		1,174		500		15,000
4420 - Computers		-		-		-		-		-
4423 - Instructional Technology		-		-		2,713		2,500		15,000
4433 - Administrative Technology		938		-		60,358		40,000		40,000
4700 - Food		4,233		2,517		4,233		2,517		50,000
Books and Supplies	\$	140,382	\$	119,879		452,453	\$	386,960	\$	753,000
5103 - Resource Center Instructor		-		-		-		-		15,000
5104 - Shredding		54		156		214		322		750
5105 - Educational Units (EU's)		21,620		17,810		27,439		25,310		257,250
5108 - Student Memberships		9,935		10,055		12,228		11,055		15,000
5115 - Tutoring Services (Non-EU)		-		-				-		-
5200 - Travel and Conferences		3,056		960		4,575		1,434		15,000
5300 - Dues and Memberships		80		205		188		305		2,500
5305 - Dues and Memberships Professional		(= 000)		55		14,436		12,735		20,000
5400 - Insurance		(7,362)		24,653		96,255		80,377		81,312
5500 - Operations and Housekeeping		119		201		977		541		5,000
5510 - Electricty		4,889		6,062		12,014		12,995		48,500
5515 - Janitoral & Gardening Services		74		210		644		696		10,900
5520 - Alarm Services 5525 - Trash		106		467 900		868		1,472 900		5,000 1,500
5530 - Water		-		76		-		76		3,500
5808 - Property Tax		-		70		-		76		3,500
5600 - Rentals, Leases and Repairs		_		_		_		_		_
5605 - Equipment Lease		101		898		2,263		3,079		10,000
5610 - Facility Leases		44,365		44,195		224,514		213,349		601,920
5615 - Repairs and Maintenance Building		2,212		2,286		5,051		5,097		25,000
5617 - Equipment Maintenance Contracts & License Fees		5,663		2,451		140,098		94,504		138,975
5618 - Repairs & Maintenance - Auto		66		955		110		955		3,000
5800 - Professional/Consulting Services		36,058		27,804		69,014		50,995		120,000
5804 - Board Reimbursement		180		240		600		600		3,960
5805 - Management Fee		-				-		-		-
5809 - Banking Fees		354		292		1,559		1,169		3,600
5887 - ITConsultants		-				-		-		-
5821 - Interest Expense		_		_		_		_		_
5824 - District Oversight Fees		_		_		_		_		71,166
5830 - Fieldtrips		3,540		1,742		18,803		6,742		60,000
5839 - Fundraising		-		-		-,		-		2,500
5843 - Interest		_		_		_		_		100
5845 - Legal Fees		777		43		17,225		1,043		5,000
5851 - Marketing and Student Recruitment		5,092		3,975		8,394		4,987		20,500
5860 - Printing and Delivery		-		-		1,216		560		7,500
1 Thining and Dollvery	I	-		-		1,210		500	l	7,500

Dimensions Collaborative School As of October 31, 2025	Octo	ober Actuals	О	ctober Budget	YTE) Actuals	ΥΊ	ΓD Budget	Budget
5863 - Professional Development		2,707		1,534		11,488		6,323	25,000
5869 - Special Education Services		6,608		10,000		15,108		10,409	100,000
5905 - Cell Service		1,746		484		6,205		3,850	17,500
5910 - Internet		3,102		4,346		14,266		16,162	47,500
5915 - Postage		221		284		340		334	1,775
5920 - Telephone		527		631		1,657		3,019	9,000
Services and Other Operating Expenses	\$	145,888	\$	163,970		707,747	\$	571,395	\$ 1,755,208
6000 - Capital Outlay				-		-		-	100,000
6900 - Depreciation				-		-		-	45,000
Capital Outlay	\$	-	\$		\$	-	\$	-	\$ 145,000
7000 - Other Outflows		-		-		-		-	-
Other Outflows	\$	-	\$	-	\$	-	\$	-	\$ -
Total Expenditure	\$	818,212	\$	827,922	\$	2,928,506	\$	2,759,956	\$ 8,419,400
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-	\$ -
Excess (deficiency) of revenues and other financing									
sources over expenditures and other financing uses	\$	(29,044)	\$	(85,677)	\$	(655,132)	\$	(564,213)	\$ (287,028)
Fund Balance, Beginning of year	\$	4,407,198	\$	4,554,750	\$	5,033,286	\$	5,033,286	\$ 5,033,286
Fund Balance, End of Period	\$	4,378,154	\$	4,469,073	\$	4,378,154	\$	4,469,073	\$ 4,746,258

Dimensions Collaborative School As of October 31, 2025

2025/26 Actual & Forecast

	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast
Beginning Cash	4,225,939	4,665,244	4,679,235	4,571,485	4,591,364	4,570,636	4,576,686	4,578,112	4,629,316	4,744,294	4,788,566	4,850,501
Revenue												
General Block Grant	344,912	344,912	648,327	620,840	620,840	648,327	550,909	660,543	690,285	660,543	660,543	664,266
Federal Income	-	-	-	-	240	-	-	1,431	907	907	907	60,190
Other State Income	24,120	47,044	43,564	163,017	60,436	44,803	124,372	44,289	74,613	41,405	41,405	90,977
Local Revenues	13,379	9,234	8,715	5,310	3,603	17,214	9,105	9,127	11,867	6,549	2,647	-
Total Revenue	382,411	401,190	700,606	789,167	685,119	710,344	684,386	715,390	777,672	709,404	705,502	815,433
Expenses												
Compensation & Benefits	171,992	488,910	575,462	531,941	514,037	499,619	524,218	491,970	512,723	512,723	496,059	507,882
Books & Supplies	115,220	83.476	113.374	140.382	48,801	56,804	30,682	41.274	38,596	35,817	34.103	32,920
Services & Other Operating Expenses	318,747	108,986	134,127	145,888	143,009	147,871	128,060	130,942	111,375	116,592	113,405	137,273
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	45,000
Other Outflows	-	-	-	-	_	-	-	-	-	-	-	-,
Total Expenses	605,959	681,372	822,963	818,212	705,847	704,294	682,960	664,186	662,694	665,132	643,567	723,075
Operating Cash Inflow (Outflow)	(223,548)	(280,182)	(122,357)	(29,044)	(20,728)	6,050	1,426	51,204	114,978	44,272	61,935	92,358
Accounts Receivable	809,573	80,894	_	40,711	=	_	_	_	-	-	=	-
Other Current Assets	167,258	-	-	· -	-	-	-	-	-	-	-	-
Accounts Payable	(3,613)	1,052	(2,751)	(25)	-	-	-	-	-	-	-	-
Other Current Liabilities	(310,365)	212,227	17,358	8,236	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	· -	-	-	-	-	-	-	-	-
Long Term Liabilites	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	4,665,244	4,679,235	4,571,485	4,591,364	4,570,636	4,576,686	4,578,112	4,629,316	4,744,294	4,788,566	4,850,501	4,942,859

Cycle: FY2025-2026; Fund Class: <All>; Fund Columns: <All Funds>,62; Account Code Expression: ([Fund] = '62'); Balance Date: 10/31/2025; Detail: No

Description	Total			
9110-7639 - Cash In Treasury	\$	2,087,839.98		
9124-4000 - Cash In Bank - Wells Fargo Petty Cash	\$	2,554.73		
9126-3366 - Cash In Bank - US Bank	\$	2,004.70		
9124-3994 - Cash in Bank - Wells Fargo Sweep	\$	2,090,858.86		
9124-4018 - Cash in Bank - Wells Fargo Operating	\$	405,618.67		
9191 - Due to / from - Community Montessori		-		
9210- AR PCSGP Grant	***	_		
9219- AR Special Education (Fed)	\$	_		
9226- AR Child Nutrition (Fed)	\$	=		
9230- AR State Aid	\$	=		
9232- AR Property Tax	\$	=		
9233- AR Lottery	\$	-		
9239- AR Special Education	\$	-		
9246- AR Child Nutrition (State)	\$	-		
9253- AR ASAP	\$	-		
9260- AR Misc	\$	-		
9312 - Due from CM	\$	-		
9330- Prepaid Expenditures	\$	-		
9340- Due from US Bank	\$	-		
9420 - Land Improvement	\$	38,879.18		
9425 - Accumulated Depreciation - Land Improvements	\$	(5,950.86)		
9430 - Buildings	\$ \$	369,786.16		
9436 - Accumulated Depreciation - Buildings	\$	(300,718.88)		
9440 - Equipment	\$	517,782.62		
9445 - Accumulated Depreciation- Equipment	\$	(443,583.52)		
9360 - Other Assets Deposits	\$	96,961.73		
9371 - Right of Use Asset Operating	\$	2,632,079.00		
9372 - Right of Use Asset Operating Accumulated Amortization	\$	(1,358,845.00)		
Subtotal of Account Group: Assets	\$	6,133,262.67		
9500 - Accounts Payable	\$	125,631.65		
9501- Accrued Accounts Payable	\$	-		
9514 - AP Other	\$	-		
9515 - AP Payroll Processing Fee	\$	1,386.70		
9520 - Met Legal	\$	(126.98)		
9522 - Group Life Insurance	\$	(125.76)		
9523 - Voluntary Benefits	\$	(338.42)		
9525 - FSA	\$	1,791.64		
9540 - Payroll Taxes Liability	\$	38,314.62		
9555 - STRS Liability	\$	92,527.73		
9570 - Wages Payable	\$	144,767.23		
9572 - Accrued PTO/Vacation	\$	105,696.34		
9580 - 403B	\$ \$ \$ \$ \$ \$	8,727.34		
9585 - Training	\$	1,063.16		
9640 - Current Loans (ASAP)	\$	-		
9641 - Right of Use Operating Liability	\$	1,359,841.00		
9650 - Deferred Revenue	\$ \$	-		
9655 - Deferred Rent	\$	-		
9669 - Other General Long Term Debt	\$	-		
APSB - AP Balancing	\$	(124,047.76)		
Subtotal of Account Type: Liability	\$	1,755,108.49		
9760 - Fund Balance, unreserved	\$	5,033,285.83		
Net Increase/Decrease	\$	(655,131.65)		
Subtotal of Account Type: Fund Balance/Retained Earnings	\$	4,378,154.18		
Subtotal of Account Group: Liabilities/Fund Balance	\$	6,133,262.67		

Coversheet

Consideration of Board Membership

Section: IX. BOARD ELECTIONS

Item: A. Consideration of Board Membership

Purpose: Vote

Submitted by:

Related Material: Leila Cavazos DCS Parent Rep (1).pdf



Empowering Students to Discover Their Element

We are pleased to nominate Leila Cavazos as the Dimensions Collaborative School Parent Representative for the Governing Board.



Leila Cavazos brings to the board a diverse and meaningful background that spans finance, public service, and behavioral health, along with the invaluable perspective of an actively engaged parent. As the parent of two students, Leila understands firsthand the needs, challenges, and opportunities facing families in our community.

Her professional experience in financial management and public service equips her with strong analytical skills and a commitment to

accountability, while her background in behavioral health reflects her dedication to supporting the well-being of children and families. Leila's combination of expertise and lived experience allows her to advocate thoughtfully for families and to contribute a balanced, compassionate voice to the board's decision-making.

www.myelement.org

Coversheet

Consideration of Audit Report

Section: X. Action Items-Element Education Item: A. Consideration of Audit Report

Purpose: Vote

Submitted by:

Related Material: FY 24-25 Audit.pdf

BACKGROUND:

California Education Code 41020.

- 1. It is the intent of the Legislature to encourage sound fiscal management practices among local educational agencies for the most efficient and effective use of public funds for the education of children in California by strengthening fiscal accountability at the school district, county, and state levels.
- 2. Our auditing firm Silva & Silva concluded their audit of Element Education, Inc in October 2025. The audit report did not have any findings.

RECOMMENDATION:

Approve audit report from Silva and Silva

Combined Financial Statements
June 30, 2025

Element Education, Inc.

Charter No. 1946 and 1947

Element Education, Inc. Table of Contents June 30, 2025

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Rudolph F. Silva, CPA Lisa D. Silva, CPA

Independent Auditor's Report

Governing Board Element Education, Inc. Escondido, California

Report on the Audit of the Combined Financial Statements

Opinion

We have audited the combined financial statements of Element Education, Inc. (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the combined statement of financial position as of June 30, 2025, and the related combined statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the accompanying combined financial statements referred to above present fairly, in all material respects, the financial position of Element Education, Inc. as of June 30, 2025, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks.
 Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of expressing an
 opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion
 is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant
 accounting estimates made by management, as well as evaluate the overall presentation of the
 combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying supplementary information on pages 20-25 is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the local education agency organization structure but does not include the combined financial statements and our auditor's report thereon. Our opinion on the combined financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the combined financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the combined financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

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In accordance with *Government Auditing Standards*, we have also issued our report dated October 10, 2025, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Brea, California

October 10, 2025

Element Education, Inc. Combined Statement of Financial Position

June 30, 2025

ASSETS	
Current Assets	
Cash and cash equivalents	\$ 6,254,960
Accounts receivable	2,206,788
Prepaid expenses	349,288
Total Current Assets	8,811,036
Non-Current Assets	
Security deposits	132,720
Property and equipment, net	4,746,859
Operating lease right-to-use, net	4,194,345
Total Non-Current Assets	9,073,924
Total Assets	\$ 17,884,960
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 1,088,620
Current portion of operating lease liability	969,015
Current portion of notes payable	162,738
Total Current Liabilities	2,220,373
Long-Term Obligations	
Operating lease liability	3,418,708
Notes payable	995,803
Total Liabilities	6,634,884
NET ASSETS	
Without Donor Restrictions	
Designated by Board	8,446,045
Undesignated	2,804,031
Total Unrestricted	11,250,076
Total Liabilities and Net Assets	\$ 17,884,960

Element Education, Inc. Combined Statement of Activities Year Ended June 30, 2025

REVENUES	
Local Control Funding Formula	\$15,886,119
Federal revenues	267,970
Other State revenues	2,616,915
Local revenues	102,213
Interest income	176,953
Total Revenues EXPENSES	19,050,170
Program services	
Education Support services	15,332,330
Management and general	3,508,517
Total Expenses	18,840,847
CHANGE IN NET ASSETS	209,323
NET ASSETS, BEGINNING OF YEAR	11,040,753
NET ASSETS , END OF YEAR	\$11,250,076

Element Education, Inc. Combined Statement of Functional Expenses Year Ended June 30, 2025

Program Services		
Certificated salaries	\$ 6,7	95,203
Classified salaries	1,9	97,706
Employee benefits	2,6	517,078
Instructional materials and supplies	5	514,872
Professional services and other fees		35,939
Operation and housekeeping services		527,836
Occupancy: Rental leases, repairs, and		
noncapitalized improvements	1,6	87,779
District Oversight Fees	1	133,004
Office expenses	1	21,236
Nutrition	1	.33,601
Travel conferences		18,859
Dues and memberships		32,914
Interest		47,390
Insurance	1	61,022
Communications	1	29,782
Utilities	1	41,352
Depreciation	2	236,757
Total Program Services	15,3	32,330
Management and General		
Certificated salaries	1	76,339
Classified salaries	1,1	12,049
Employee benefits	7	44,173
Instructional materials and supplies	1	23,427
Professional services and operating fees		16,980
Operation and housekeeping services	4	122,761
Occupancy: Rental leases, repairs, and		
noncapitalized improvements	4	189,982
District Oversight Fees		25,857
Special education	1	81,923
Nutrition		33,400
Travel conferences		4,715
Dues and memberships		8,228
Interest		11,848
Insurance		40,256
Communications		32,445
Utilities		24,945
Depreciation		59,189
Total Management and General	3,5	08,517
Total Functional Expenses	\$ 18,8	340,847

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Element Education, Inc. Combined Statement of Cash Flows Year Ended June 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$	209,323
Adjustments to reconcile change in net assets to net cash		
used by Operating Activity		
Depreciation expense		295,946
Changes in operating assets and liabilities		
Increase in accounts receivable		(1,529,332)
Increase in prepaid expenses and other assets, net		(4,445)
Increase in security deposits		(10,765)
Decrease in accounts payable		(111,661)
Increase in net operating lease asset and liability		26,737
Net Cash Used for Operating Activities		(1,124,197)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Capital Assets		(369,885)
Net Cash Used for Investing Activities		(369,885)
Net cash osed for investing Activities		(303,883)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments		(150,828)
Net Cash Used for Financing Activities		(150,828)
NET DECREASE IN CASH AND CASH EQUILALANTS		(1,644,910)
CASH AND CASH EQUIVALANTS, BEGINNING OF YEAR		7,899,870
CASH AND CASH EQUIVALANTS, END OF YEAR	<u> </u>	
CASITAND CASITEQUIVALANTS, END OF TEAR	<u> </u>	0,234,300
Supplementary Information		
Cash paid for interest	\$	59,225
Noncash transaction		
STRS On Behalf payments	\$	563,931

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Note 1 - Principal Activity and Significant Accounting Policies

Organization

Element Education, Inc. (the Organization) was incorporated in the State of California in 2001 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code of 1954. The Charter School was approved by the San Diego Department of Education on December 2017. The Charter School opened in 2018 and currently serves approximately 1,350 students in grades TK through twelve. On July 1, 2021, both Charter Schools were renewed by San Diego Department of Education for five years ending June 30, 2026.

Element Education, Inc. (the Organization) was incorporated in the State of California on September 26, 2001, as a Non-Profit Public Benefit Corporation and commenced operations in October of 2001. The Organization operates two charter schools (the Charter Schools) in San Diego County and a home office, which provides support for the charter schools. Its administrative office is located at 1441 Montiel Road, Suite 143 in Escondido, California. The mission of the Organization is to enable students to become competent contributing members of society equipped with reading, writing, math, technology, and problem-solving skills necessary for success in a rapidly changing world.

Charter school numbers authorized by the State: 1946 and 1947

Community Montessori (charter #1947) is a TK-8 charter school that was granted its charter by the San Diego County Office of Education during 2018. For July 1, 2021, Community Montessori was renewed for a five-year period ending June 30, 2026. Dimensions Collaborative Charter School [charter #1946] is a TK-12 charter school that was granted a charter under the sponsorship of the San Diego County Office of Education during 2018. For July 1, 2021, Dimensions Collaborative Charter School was renewed for a five-year period ending June 30, 2026. All schools were formed pursuant to the terms of the Charter Schools Act (the Act) of 1992, as amended. The Act authorized the formation of charter schools for the purpose, among others, of developing new, innovative, and more flexible ways of educating children within the public school system. The Organization receives its funding in the same way as do traditional public schools and is open to all students in San Diego and continuous counties.

Other Related Entities

Joint Powers Agency and Risk Management Pools - The Organization is associated with the Schools Excess Liability Fund Joint Powers Agency (the JPA). The JPA does not meet the criteria for inclusion as a component unit of the Organization. Additional information is presented in Note 9 to the combined financial statements.

Basis of Accounting

The accompanying combined financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. The Governing Board has designated, from net assets without donor restrictions, net assets for an operating reserve of \$8,446,045 for categorical programs, Buildings, and Economic Uncertainties.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2025.

Cash and Cash Equivalents

The Organization considers all cash including cash in County Investment Pool and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2025, the Organization had approximately \$2,991,609 in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2025 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the combined statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2025.

Right of Use Leased Assets and Liabilities

Right to use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right to use an underlying asset and lease obligations for the lease term. Right to use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right to use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the combined statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2025.

Functional Allocation of Expenses

The combined financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the combined statement of activities. The combined statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization including other related entities noted above, are organized as a California nonprofit corporation and have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) and qualifies for the charitable contribution deduction. It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the combined financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the combined statement of financial position date, comprise the following:

Cash and Cash Equivalents	\$ 6,254,960
Receivables	2,206,788
Total	\$ 8,461,748

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due. In addition, the Organization has funds maintained in San Diego County Treasury.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2025:

Land and land improvements	\$ 2,532,366
Building	3,774,572
Furniture and equipment	750,084
Total	7,057,022
Less: accumulated depreciation	(2,310,163)
Total Property and Equipment	\$ 4,746,859

Note 4 - Notes Payable

Notes payable consist of the following at June 30, 2025:

Wells Fargo Bank Loans

Loan 1: On December 1, 2014, the Organization entered into a note payable agreement with Wells Fargo Bank for \$1,175,000 with payments of principal and interest in the amount of \$8,636 commencing monthly beginning January 15, 2015, at a fixed rate of 3.850% on an actual/360 simple interest basis. The note matures on December 15, 2029. As of June 30, 2025, the balance was \$426,637.

Loan 2: On August 24, 2018, the Organization entered into a note payable agreement with Wells Fargo Bank for \$1,150,000 with payments of principal and interest in the amount of \$8,866 commencing monthly beginning November 15, 2019, at a fixed rate of 4.550% on an actual/360 simple interest basis. The note matures on September 15, 2033. As of June 30, 2025, the balance was \$726,719.

Summary

Changes in obligations for the fiscal year ended June 30, 2025, are as follows:

		Balance				Balance		Due in
	Jui	ne 30, 2024	P	ayments	Jui	ne 30, 2025	(One Year
Wells Fargo Bank Loan 1	\$	511,804		79,982	\$	431,822		88,553
Wells Fargo Bank Loan 2		797,565		70,846		726,719		74,185
Total	\$	1,309,369	\$	150,828	\$	1,158,541	\$	162,738

Required payments on the long-term notes payable at June 30, 2025, are as follows:

Fiscal Year			
Ending	Principal	Interest	 Total
2026	162,738	47,293	\$ 210,031
2027	169,751	40,280	210,031
2028	176,984	33,047	210,031
2029	184,704	25,327	210,031
2030	139,950	17,789	157,739
Thereafter	324,414	21,895	 346,309
Total	\$ 1,158,541	\$ 185,631	\$ 1,344,172

Note 5 - Leases

The Organization leases certain real property for the operations of the charter school located in San Diego County, California, and equipment at various terms under long-term non-cancelable operating lease. The leases expire at various dates through June 3032 and provide for renewal options ranging up to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options are reasonably certain to be exercised. The Organization's operating leases provide for increases in future minimum annual rental payments. Additionally, the operating lease agreements require the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. The Organization has elected the option to use the risk-free rate determined by using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Organization has applied the risk-free rate option to the real property and equipment classes of assets.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

The Organization has leasehold improvements related to leases with entities under common control. The improvements are being amortized using the useful life that the assets will be useful to the common control group and that useful life exceeds the related lease terms. The unamortized balance of leasehold improvements at June 30, 2025 was \$93,733. At June 30, 2025, the remaining useful life of the leasehold improvements to the common control group ranged between 2 to 15 years and the remaining lease term ranged between 3 to 9 years.

Total lease costs for the year ended June 30, 2025 were as follows:

Operating lease cost \$ 1,173,686

The following table summarizes the supplemental cash flow information for the year ended June 30, 2025:

Cash paid for amounts included in the measurement of lease liabilities

Operating cash flows from operating leases \$ 1,173,686

Right-of-use assets obtained in exchange for lease liabilities

Operating leases \$ 4,194,345

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term:

Operating leases 4.98 Years

Weighted-average discount rate:

Operating leases 4.95%

The future minimum lease payments under non-cancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2025:

	Operating Leases June 30, 2025					
	Со	mmunity				
	M	ontessori	Di	mensions		Total
2026	\$	820,087	\$	285,953	Ş	1,106,040
2027		600,721		276,085		876,806
2028		618,891		175,300		794,191
2029		1,104,803		180,743		1,285,546
2030		149,014		186,186		335,200
Thereafter		89,077		346,509		435,586
Total lease payments		3,382,593		1,450,776		4,833,369
Less interest		354,711		90,935		445,646
Present value of lease liabilities	\$	3,027,882	\$	1,359,841	ç	4,387,723

Note 6 - Net Assets

Net assets consist of the following at June 30, 2025:

Net Assets Without Donor Restrictions:	
Designated for categorical programs	\$ 238,557
Designated for Buildings	3,000,000
Designated for Economic Uncertainties	5,207,488
Unrestricted	 2,804,031
Total Net Assets	\$ 11,250,076

Note 7 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS).

The details of the plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2023, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability, and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2025, are summarized as follows:

	STRP Defined Benefit Program				
Hire date Benefit formula	On or before December 31, 2012 2% at 60	On or after January 1, 2013 2% at 62			
Benefit vesting schedule	5 years of service	5 years of service			
Benefit payments	Monthly for life	Monthly for life			
Retirement age	60	62			
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%			
Required employee contribution rate	10.25%	10.205%			
Required employer contribution rate	19.10%	19.10%			
Required state contribution rate	10.828%	10.828%			

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2025, are presented above and the Organization's total contributions were \$1,296,905.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of \$563,931 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

403(b) Tax Deferred Annuity Plan

The Organization sponsors a tax-deferred annuity plan (the Plan) qualified under IRC Section 403(b) covering substantially all full-time employees. The plan provides that employees who have attained the age of 21 and completed one year of service may voluntarily contribute from three percent to ten percent of their earnings to the Plan, up to the maximum contribution allowed by the IRS. Employer contributions are discretionary and are determined and authorized by the Governing Board each year. During the year ended June 30, 2025, the Organization matched employee voluntary contributions up to 12.9 percent, resulting in contributions to the plan of \$170,051.

Note 8 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

Note 9 - Risk Management

Participation in Joint Powers Authority

The Organization is a participant in the Schools Excess Liability Fund Joint Powers Authority (the JPA) for risk management services for workers' compensation insurance and charter school liability insurance. The relationship between the Organization and the JPA is such that the JPA is not considered a component unit of the Organization for financial reporting purposes.

The JPA has budgeting and financial reporting requirements independent of member units and the JPA's financial statements are not presented in these financial statements; however, transactions between the JPA and the Organization are included in these statements. Audited financial statements for the JPA were not available for fiscal year 2024-2025 at the time this report was issued. However, financial statements should be available from the respective agency.

During the year ended June 30, 2025, the Organization made payments of \$51,480 to the JPA for services received. At June 30, 2025, the Organization had no recorded accounts receivable or accounts payable to the JPA.

Note 10 - Related Party Transactions

Authorizing Agency

The Organization makes payments to the authorizing agency, San Diego County Office of Education, to provide required services for oversight. Fees associated with oversight consisted of 1.0 percent of revenue from local control funding formula sources. Total fees payable to the authorizing agency for oversight fees amounted to \$151,320 for the fiscal year ending June 30, 2025.

Note 11 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the combined financial statements through October 10, 2025, which is the date the combined financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year combined financial statements.

Supplementary Information
June 30, 2025

Element Education, Inc.

Element Education, Inc. Schedule of Average Daily Attendance Year Ended June 30, 2025

Community Montessori

	Final Re	Final Report	
	Revised		
	Second Period	Annual	
	Report	Report	
Regular ADA			
Transitional kindergarten through third	465.05	459.26	
Fourth through sixth	234.14	234.09	
Seventh and eighth	85.28	84.78	
Total Regular ADA	784.47	778.13	

Dimensions

	Final Report	
	Second Period Report	Annual Report
Regular ADA		
Transitional kindergarten through third	192.30	192.39
Fourth through sixth	124.80	124.81
Seventh and eighth	90.03	88.70
Ninth through twelfth	142.60	139.97
Total Regular ADA	549.73	545.87

The Organization only operates Non-Classroom Based Instruction.

Community Montessori

	Traditional Calendar	Multitrack Calendar	
	Number of	Number of	
	Actual	Actual	
Grade Level	Days	Days	Status
TK/Kindergarten	175	NA	Complied
Grades 1 - 3			
Grade 1	175	NA	Complied
Grade 2	175	NA	Complied
Grade 3	175	NA	Complied
Grades 4 - 6			
Grade 4	175	NA	Complied
Grade 5	175	NA	Complied
Grade 6	175	NA	Complied
Grades 7 - 8			
Grade 7	175	NA	Complied
Grade 8	175	NA	Complied
Dimensions			

_	Traditional Calendar	Multitrack Calendar	
	Number of	Number of	
	Actual	Actual	
Grade Level	Days	Days	Status
TK/Kindergarten	175	NA	Complied
Grades 1 - 3			
Grade 1	175	NA	Complied
Grade 2	175	NA	Complied
Grade 3	175	NA	Complied
Grades 4 - 6			
Grade 4	175	NA	Complied
Grade 5	175	NA	Complied
Grade 6	175	NA	Complied
Grades 7 - 8			
Grade 7	175	NA	Complied
Grade 8	175	NA	Complied
Grades 9 - 12			
Grade 9	175	NA	Complied
Grade 10	175	NA	Complied
Grade 11	175	NA	Complied
Grade 12	175	NA	Complied

The Organization's charter schools are 100 percent independent study; therefore, this schedule has been modified accordingly.

See Notes to Supplementary Information

Element Education, Inc.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements Year Ended June 30, 2025

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2025.

Element Education, Inc. Combining Statement of Financial Position June 30, 2025

	Community		
	Montessori	Dimensions	Total
ASSETS			
Current Assets			
Cash and cash equivalents	\$ 2,029,022	\$ 4,225,938	\$ 6,254,960
Accounts receivable	1,275,610	931,178	2,206,788
Prepaid expenses	182,030	167,258	349,288
Total Current Assets	3,486,662	5,324,374	8,811,036
Non-Current Assets			
Security deposits	35,758	96,962	132,720
Property and equipment, net	4,570,665	176,194	4,746,859
Operating lease right-to -use, net	2,921,111	1,273,234	4,194,345
Total Non-Current Assets	7,527,534	1,546,390	9,073,924
Total Assets	\$ 11,014,196	\$ 6,870,764	\$ 17,884,960
LIABILITIES			
Current Liabilities			
Accounts payable	\$ 610,983	\$ 477,637	\$ 1,088,620
Current portion of operating lease liability	734,090	268,029	1,002,119
Current portion of notes payable	162,738	-	162,738
Total Current Liabilities	1,507,811	745,666	2,253,477
Long-Term Obligations			
Operating lease liability	2,293,792	1,091,812	3,385,604
Notes payable	995,803	-	995,803
Total Liabilities	4,797,406	1,837,478	6,634,884
NET ASSETS			
Without Donor Restrictions			
Designated by Board	4,427,977	4,018,068	8,446,045
Undesignated	1,788,813	1,015,218	2,804,031
Total Unrestricted	6,216,790	5,033,286	11,250,076
Designated by Board			
Total Net Assets	6,216,790	5,033,286	11,250,076
Total Liabilities and Net Assets	\$ 11,014,196	\$ 6,870,764	\$ 17,884,960

Element Education, Inc. Combining Statement of Activities Year Ended June 30, 2025

	Community Montessori	Dimensions	Total
REVENUES	Wortessori	Diffictions	Total
Local Control Funding Formula	\$ 9,126,890	\$ 6,759,229	\$15,886,119
Federal revenues	178,285	89,685	267,970
Other State revenues	1,559,184	1,057,731	2,616,915
Local revenues	88,872	13,341	102,213
Interest income	88,311	88,642	176,953
Total Revenues	11,041,542	8,008,628	19,050,170
EXPENSES			
Program services			
Education Support services	8,732,700	6,599,630	15,332,330
Management and general	1,979,673	1,528,844	3,508,517
Total Expenses	10,712,373	8,128,474	18,840,847
CHANGE IN NET ASSETS	329,169	(119,846)	209,323
NET ASSETS, BEGINNING OF YEAR	5,887,621	5,153,132	11,040,753
NET ASSETS , END OF YEAR	\$ 6,216,790	\$ 5,033,286	\$11,250,076

Element Education, Inc.
Notes to Supplementary Information
June 30, 2025

Note 1 - Purpose of Supplementary Schedules

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

California Education Code Section 46021(a) states this schedule does not apply to independent study programs; although such schedule has been presented to show the number of days offered only.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

Other Information
June 30, 2025
Element Education, Inc.

Element Education, Inc.

Local Education Agency Organization Structure
June 30, 2025

ORGANIZATION

Element Education, Inc. (the Organization) operates Dimensions Collaborative (Charter Number 1946) and Community Montessori (Charter Number 1947) under a charter agreement granted by the San Diego County Office of Education. The Organization operates two schools serving students in transitional kindergarten through grade twelve.

GOVERNING BOARD

MEMBER	<u>OFFICE</u>	TERM EXPIRES
Chris Nunley	President	June 30, 2026
Barbara Rohrer	Vice President	June 30, 2025
Suhas Subramanya	Board Clerk	June 30, 2026
Amy Schaner	At-large	June 30, 2026
Vacant	At-large	June 30, 2026
Vacant	At-large	June 30, 2027

ADMINISTRATION

Terri Novacek Executive Director

Doug Miller Chief Business Officer

Independent Auditor's Reports
June 30, 2025
Element Education, Inc.



Rudolph F. Silva, CPA Lisa D. Silva, CPA

> Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Governing Board Element Education, Inc. Escondido, California

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the combined financial statements of Element Education, Inc. (the Organization), which comprise the combined statement of financial position as of June 30, 2025, and the related combined statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the combined financial statements and have issued our report thereon dated October 10, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's combined financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

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As part of obtaining reasonable assurance about whether the Organization's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the combined financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brea, California

October 10, 2025



Rudolph F. Silva, CPA Lisa D. Silva, CPA

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Governing Board Element Education, Inc. Escondido, California

Report on Compliance

Opinion on State Compliance

We have audited Element Education, Inc.'s (the Organization) compliance with the requirements specified in the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, applicable to the Organization's state program requirements identified below for the year ended June 30, 2025.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design
 and perform audit procedures responsive to those risks. Such procedures include examining, on
 a test basis, evidence regarding the Organization's compliance with the compliance requirements
 referred to above and performing such other procedures as we consider necessary in the
 circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the
 audit in order to design audit procedures that are appropriate in the circumstances and to test
 and report on internal control over compliance in accordance with the 2024-2025 Guide for
 Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, but not for the
 purpose of expressing an opinion on the effectiveness of the Organization's internal controls over
 compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

	Procedures
2024-2025 K-12 Audit Guide Procedures	Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable

2024-2025 K-12 Audit Guide Procedures	Procedures Performed
Juvenile Court Schools Middle or Early College High Schools K-3 Grade Span Adjustment Apprenticeship: Related and Supplemental Instruction Comprehensive School Safety Plan District of Choice Home to School Transportation Reimbursement	Not Applicable
School Districts, County Offices of Education, and Charter Schools Proposition 28 Arts and Music in Schools After/Before School Education and Safety Program Proper Expenditure of Education Protection Account Funds Unduplicated Local Control Funding Formula Pupil Counts Local Control and Accountability Plan Independent Study-Course Based Immunizations Educator Effectiveness Expanded Learning Opportunities Grant (ELO-G) Career Technical Education Incentive Grant Expanded Learning Opportunities Program Transitional Kindergarten Kindergarten Continuance	Yes Not Applicable Yes Yes Yes Not Applicable Not Applicable Yes Not Applicable Not Applicable Not Applicable Yes Not Applicable Yes Yes
Charter Schools Attendance Mode of Instruction Nonclassroom-Based Instruction/Independent Study Determination of Funding for Nonclassroom-Based Instruction Annual Instructional Minutes — Classroom Based Charter School Facility Grant Program	Yes Yes Yes Yes Not Applicable Not Applicable

The term "Not Applicable" above indicates that either the Organization did not offer the program during the current fiscal year, did not participate in it, or that the program is intended for a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

Brea, California

October 10, 2025

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Schedule of Findings and Questioned Costs June 30, 2025

Element Education, Inc.

Element Education, Inc. Summary of Auditor's Results Year Ended June 30, 2025

Consolidated Financial Statements

Type of auditor's report issued Unmodified

Internal control over financial reporting

Material weaknesses identified No

Significant deficiencies identified not considered

to be material weaknesses None Reported

Noncompliance material to combined financial

statements noted?

State Compliance

Internal control over state compliance for programs

Material weaknesses identified No

Significant deficiencies identified not considered

to be material weaknesses None Reported

Type of auditor's report issued on compliance

for programs Unmodified

Element Education, Inc. Financial Statement Findings Year Ended June 30, 2025

None reported.

Element Education, Inc.

State Compliance Findings and Questioned Costs Year Ended June 30, 2025

None reported.

Element Education, Inc. Summary Schedule of Prior Audit Findings Year Ended June 30, 2025

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Coversheet

Consideration of Amended Conflict of Interest Resolution

Section: X. Action Items-Element Education

Item: B. Consideration of Amended Conflict of Interest Resolution

Purpose: Vote

Submitted by:

Related Material: 15 Conflict of Interest Policy.pdf

Resolution Regarding Adoption of Conflict of Interest Policy.pdf

BACKGROUND:

The amended Conflict of Interest Policy was reviewed and approved by the Board on September 26, 2025. Following Board approval, the policy must be submitted to the San Diego County Board of Supervisors for placement on their agenda and final approval.

RECOMMENDATION:

Approve the Resolution Adopting the Amended Conflict of Interest Policy so it may be forwarded to the County for required review and approval.

Conflict of Interest

Subject: Conflict of Interest Date of Origination: 1/21/2006 **Last Revision Date:** 09/26/2025

Scope:

Designated Positions	Disclosure Category
Members of the Governing Board & Alternates	1, 2
Candidates for Members of the Governing Board	1, 2
Executive Director	1, 2
Chief Officers	3
School Directors, Director of Student Services, Director of Advancement and Public Affairs	3
Consultants/New Positions (as determined by Executive Director, or designee)	1,2,3

Policy/Disclosure Categories:

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property within the boundaries of Element Education facilities that are used by Element schools or are of the type that could be acquired by Element Education as well as real property within two miles of the property used or the potential site.
- b. Investments and business positions in business entities, and sources of income (including gifts, loans, and travel payments) of the type that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by Element Education.

Category 3

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the school.

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Director or designee. The Director or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the charter school, makes a governmental decision whether to: (2 CCR 18700.3)

- 1. Approve a rate, rule, or regulation
- 2. Adopt or enforce a law
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
- 4. Authorize the charter school to enter into, modify, or renew a contract that requires charter school approval
- 5. Grant charter school approval to a contract that requires charter school approval and in which the charter school is a party, or to the specifications for such a contract
- 6. Grant charter school approval to a plan, design, report, study, or similar item
- Adopt or grant charter school approval of charter school policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the charter school, serves in a staff capacity with the charter school and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the charter school that would otherwise be performed by an individual holding a position specified in the charter school's conflict of interest code. (2 CCR 18700.3)

Procedure:

Governing Board members and candidates, as well as employee positions that participate in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code shall file statements of economic interests (Form 700) with the County of San Diego within 30 days of the assumed office date, annually by April 1st, and within 30 days of the leaving office date. All statements will be retained by Element Education and the County of San Diego and will be available for public inspection and reproduction (Government Code § 81008).

RESOLUTION for Adopting Conflict of Interest Code and Appendix

WHEREAS, the Political Reform Act, Government Code sections 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, Education Code section 47604.1, now requires charter schools in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Element Education, Inc. has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the charter schools conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, Title 2, Section 18730, of the California Code of Regulations provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code sections 87300 and 87306; and

WHEREAS, Element Education, Inc. has recently reviewed its positions, and the duties of each position, and has determined the conflict of interest code as set forth in the attached Appendix is current and necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the charter school's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that Element Education, Inc.'s Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

		•	
AYES:	_ NOES:	ABSENT:	
Dated: Dece	ember 5, 2025		Board Member

PASSED AND ADOPTED THIS 5th day of December 2025 at a meeting, by the following vote:

Board Member

Coversheet

Consideration of Contract with the Stepping Stones Group

Section: X. Action Items-Element Education

Item: C. Consideration of Contract with the Stepping Stones Group

Purpose: Vote

Submitted by: Doug Miller

Related Material: Stepping Stones Group FY25-26.pdf

BACKGROUND:

To ensure uninterrupted IEP services when internal staffing gaps occur, the organization requires access to temporary Special Education providers. The Stepping Stones Group is a nationally recognized staffing agency specializing in licensed Special Education service personnel. This Master Contract allows us to efficiently engage temporary staff such as SLPs, psychologists, and OTs on an as-needed basis without guaranteeing minimum usage. Rates are consistent with current market conditions. Approval will help maintain compliance and continuity of services during vacancies or leaves.

Financial Impact: Approximately \$15,000

RECOMMENDATION:

Staff recommends approval of the Master Contract with The Stepping Stones Group to provide temporary Special Education service providers on an as-needed basis. Approval will ensure continuity of mandated student services, support compliance with IEP requirements, and provide flexibility to address staffing shortages without long-term commitments.

Sign Envelope ID. A 176340 masheriotoni-masheriotoni-masharing data and infeeting - Agenda - Friday December 5, 2025 at 12:00 Pivi
Nonpublic, Nonsectarian
SCHOOL/AGENCY SERVICES
MASTER CONTRACT
2025-2026

	GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES
	LEA ELEMENT EDUCATION, INC.
	Contract Year <u>2025-2026</u>
	Nonpublic School X
	X Nonpublic Agency
Type of	Contract:
X	Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout t 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 pur of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the so discretion of the LEA. Expiration Date:
	When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Element Education, Inc.

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: The

Stepping Stones Group, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2024, between Element Education, Inc., hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and The Stepping Stones Group, 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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (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"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for 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.

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 July 1, 2024 to June 30, 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 June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). 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 ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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

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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at 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

\$3,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

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

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

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

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

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage,

<u>including</u> Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

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

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

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

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance 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

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term

of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 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.

The 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 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 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.

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 services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*..

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by 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 a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. Schoolbased 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 class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the 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

When CONTRACTOR is an 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Junteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the 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 as described in Education Code 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.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, 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. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a 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, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

- 1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone

- containment or similar techniques may be used by trained personnel as a limited emergency intervention:
- 6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room:
- 7. an intervention that precludes adequate supervision of the individual;
- 8. an intervention that deprives the individual of one or more of his or her senses.

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 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 seclusions has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents

resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's

parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of

its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in <u>EC Section 49066</u>. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in <u>EC Section 49066.5</u>, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and 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, both verbal and written, reported to pupil's parents 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 1501.1and 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 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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 request, 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 to the LEA upon request, documentation of its administrator's qualifications 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 AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any

circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* 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 accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

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

communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a 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 thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a 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 a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- 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 an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, 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.
- 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

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>29th</u> day of October, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Stepping Stones Group, LLC		LLC	Element Education, Inc.	
	Signed by: Notalie Clark 10/31/2025		DocuSigned by:	
By:		10/31/2025	By: Douglas Miller	
•	Signature	Date	Signature	Date
	Natalie Clark, Client Ser	vices Manager		
	Name and Title of Authorized		Douglas Miller, CBO	

Notices to CO	NTRACTOR sha	ll be addressed to:	Notices to 1	LEA shall be add	dressed to:
			Douglas Miller		
Name and Title			Name and Title		
Stepping Stones G	roup, LLC		Element Education	n, Inc.	
Nonpublic School/	Agency/Related	Service Provider	LEA		
184 High Street,	Suite 701		1441 Montiel Road	d, Suite 143	
Address			Address		
Boston, MA 02110)		Escondido, CA 92	2026	
City	State	Zip	City	State	Zip
800-337-5965	800-822-	-8287	760-743-5815	760-743-	-7919
Phone	Fax		Phone	Fax	
k12ops.contracts@	ssg-healthcare	e.com	dmiller@myelement	t.org	
Email		_	Email		_

Additional LEA Notification (Required if completed)

Niki Sestina, Di	rector of Stud	dent Services	
Name and Title			
1441 Montiel Roa	d, Suite 143		
Address			
Escondido, CA 92	2026		
City	State	Zip	
619-279-6529	760-743-7919		
Phone	Fax		
nsestina@myelement.org			
Email			



Corporate Office

184 High Street, Suite #701 Boston, MA 02110 Ph: 800-337-5965 Fax: 800-822-8287 www.thesteppingstonesgroup.com

Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service for the are listed below:

Specialty	Hourly Rate
Speech Language Pathologist	\$101 per hour
Occupational Therapist	\$101 per hour
Physical Therapist	\$112 per hour
SLPA/COTA/PTA	\$77 per hour
School Psychologist	\$101 per hour
School Counselor or LMFT	\$100 per hour
OMS & VI & DHH Teacher & Audiologist	\$104 per hour
Social Worker	\$90 per hour
APE Teacher	\$100 per hour
ASL Interpreter	\$66 per hour
Special Education Teacher & Resource Specialist	\$85 - \$101 per hour
Certified Nurse Assistant	\$35 per hour
Licensed Vocational Nurse	\$38 per hour
Registered Nurse	\$66 per hour
Certified School Nurse	\$78 per hour
BCBA	\$99 per hour
Registered Behavior Technician	\$65 per hour
Behavior Interventionist	\$65 per hour
Paraeducator	\$37 per hour

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

Coversheet

Consideration of Contract with Verbal Behavoir Associates (VBA)

Section: X. Action Items-Element Education

Item: D. Consideration of Contract with Verbal Behavoir Associates (VBA)

Purpose: Vote

Submitted by: Doug Miller

Related Material: VBA FY25-26.docx.pdf

BACKGROUND:

A student's IEP team has determined that their needs cannot be met within our current program and require placement in a certified nonpublic school to ensure FAPE. Verbal Behavior Associates (VBA) offers specialized behavioral and instructional support appropriate for the student's needs. This Master Contract follows the SELPA-approved format and covers tuition, services, and progress reporting in compliance with IDEA.

Financial Impact: \$104,193.60 annually. Approximatley \$54,081.44 during FY25/26

RECOMMENDATION:

Approve the Master Contract with Verbal Behavior Associates for nonpublic school placement for the identified student.

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA		ELEMENT EDUCATION, INC.
		Contract Year <u>2025-2026</u>
	X	Nonpublic School
		Nonpublic Agency
Type of C	ontract:	
	Master Contract for fiscal term of this contract.	year with Individual Service Agreements (ISA) to be approved throughout the
X		et for a specific student incorporating the Individual Service Agreement (ISA) vidual Master Contract specific to a single student.
		nsion of the previous fiscal years approved contracts and rates. The sole purpose to provide for ongoing funding at the prior year's rates for 90 days at the sole expiration Date:

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

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2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between <u>ELEMENT EDUCATION</u>, <u>INC.</u>, hereinafter referred to as the local educational agency ("LEA"), a member of the <u>EL DORADO</u> SELPA and VERBAL BEHAVIOR ASSOCIATES (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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (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"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for 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.

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 July 1, 2025, to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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 ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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).
- vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed 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

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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at 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

\$3,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

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

B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

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

\$3,000,000 per occurrence \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance 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 LEA 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

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 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.

The 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 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 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 services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by 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 a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. Schoolbased 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 class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the 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

When CONTRACTOR is an 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the 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 as described in Education Code 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.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, 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. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a 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, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

- 1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities:
- 4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
- 5. Prone restraint;
- 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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 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 the individual's 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 prone containment.
- 7. 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.

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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 the individual 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy

pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the

NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING - AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and 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, both verbal and written, reported to pupil's parents 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 1501.1and 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 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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 request, 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 to the LEA upon request, documentation of its administrator's qualifications 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 AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test

clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the

parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* 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 accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or rebilling 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

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a 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 thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a 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 a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- 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 an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, 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.
- 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 pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as 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 <u>not</u> 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.

CONTRACTOR

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1^{st} day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

LEA

Verbal Behavior Associates	Element Education, Inc.	
Nonpublic School/Agency	LEA Name	
By: Dr. Matthew Howarth 11/6/2025 Signature Contact Date	By: Douglas Miller Signatures F604E7	11/6/2025 Date
Dr. Matthew Howarth	Douglas Miller CBO	
Name and Title of Authorized Representative	Name and Title of Auth Representative	orized

CONTRACTOR sha	ll be addressed to:	Notices to LEA shall be addressed to: Douglas Miller CBO				
Ph.D, CEO						
e		Name and Title	e			
ssociates		Element Education	n, Inc.			
ool/Agency/Related	l Service Provider	LEA				
St		1441 Montiel Road	d, Suite 143			
		Address				
CA	92064	Escondido	CA	92026		
State	Zip	City	State	Zip		
na	•	760-743-7880	760-74	13-7919 [*]		
Fax		Phone	Fax			
nia.com		dmiller@myelemer	nt.org			
		Email				
	Ph.D, CEO essociates cool/Agency/Related st CA State na Fax	cool/Agency/Related Service Provider CA 92064 State Zip na Fax	Ph.D, CEO Ph.D, CEO Name and Title sociates pool/Agency/Related Service Provider The sociates Element Education LEA The state Service Provider Service Provider CA 92064 State Zip City 760-743-7880 Fax Phone dmiller@myelement	Ph.D, CEO Ph.D, CEO Name and Title Element Education, Inc. Dol/Agency/Related Service Provider It 1441 Montiel Road, Suite 143 Address Escondido CA State Zip City State na 760-743-7880 760-74 Fax Phone Fax dmiller@myelement.org		

Additional LEA Notification (Required if completed)

Niki Sestina Director of Student Services

Name and Title 1441 Montiel Road, Suite 143						
Address Escondido	CA		92026			
City 619-279-6529		State 760-74	Zip 43-7919			
Phone nsestina@myeler	ment.org	Fax				
Email						

EXHIBIT A: 2025-2026 RATES

12443 Woodside Ave Lakeside, CA 92040 Voice: 619.805.7333



www.vbacalifornia.com cbc@vbacalifornia.com

VBA Center for Behavior Change Rate Sheet 2025-2026

NPS tuition, which includes:

- Intensive Individual Services (1:1)
- Behavior Intervention Design (BID)
- Speech-Language Services
- Occupational Therapy Services
- Specialized Academic Instruction

\$496.16 per day

All teachers at VBA Center for Behavior Change are Board Certified Behavior Analysts (BCBA). Verbal Behavior Associates' employees undergo a background check* when they are hired. VBA Employees possess a current negative test for tuberculosis (TB).

* Please note that all background checks are done at the state and federal level with continual notification of any new offenses reported to VBA after date of hire.

EXHIBIT B: 2025-2026 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on <u>July 1, 2025</u> or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Loc	al Education Agency <u>ELEME</u>	NT EDUCATION	ON, INC.	1	Nonpublic School <u>\</u>	ERBAL BEHA	VIOR ASSOCI	ATES
LEA	A Case Manager: NIKI SESTIN	A			Phone N	Number <u>619-2</u>	279-6529	
Pup	il Name <u>AUGUSTIN JACKSO</u>			(F:t)			:XM□F Gr	ade: 6
Add	(Last) tress 3322 MENLO AVENU	E		(F1fst) Ci	ty <u>SAN DIEGO</u>	(M.I.)	State/Zip _	CA, 92105
	B <u>08/08/2014</u>			sidential Setting	g: 🗆 Home 🗆 Foster	· □ LCI #		OTHER
Pare	ent/Guardian <u>TERESSA WAG</u> dress <u>(If different</u>	NER		Phone (509) 828-998	Basidanaa) ((Pusinoss)
Add	lress			— Ci	(I	xesidence)	State/Zin	(Busiliess)
1144	(If different	from student)					State/21p _	
		,						
	REEMENT TERMS:							
1.	Nonpublic School: The average	e number of min	iutes in the	e instructional	day will be: 300 MI	NUTES	during the re	gular school year
	300 MINUTES				during the ex	tended school	year	
2.	Nonpublic School: The number regular school year	r of school days	in the cal	endar of the sc	hool year are:	180)	during the
					30		during the ex	tended school
year	r							
3.	Educational services as specifi	ed in the IEP sh	all be pro	vided by the C	ONTRACTOR and pa	id at the rates s	pecified below.	
	A. INCLUSIVE AND/OR BA					schools only):		Daily Rate:
	Estimated Number of Days _	152		x Da	ily Rate416.9	<u>96</u>		
		= PRO	JECTED	BASIC EDU	CATION COSTS	63,377.9	02	
_	B. RELATED SERVICES:							
			Provid					
	SERVICE	LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	Intensive Individual Services (340)		X		1,500 MINUTES/WEEK	INCLUDED		

IN DAILY RATE

INCLUDED

IN DAILY

RATE

1,080 MINUTES/YEAR

X

Language/Speech Therapy (415)

b. Group

Adapted Physical Ed. (425)

(436)

Health and Nursing: Specialized Physical Health Care (435)

Health and Nursing Services: Other

a. Individual

		Provid		_			
SERVICE	LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
Assistive Technology Services (445)							
Occupational Therapy (450)		X		1,080 MINUTES/YEAR	INCLUDED IN DAILY RATE		
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							

	Provider						
SERVICE	LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

Other							
		ESTIMA	TED MAXIMU	M RELATED SERVIC	CES COST\$		
TOTAL ESTIMATED MAXIMUM B.	ASIC EDU	J CATIO I	N AND RELAT	TED SERVICES CO	OSTS \$		
4. Other Provisions/Attachments:							
5. MASTER CONTRACT APPROVED	BY THE C	GOVERN	ING BOARD C	N			
6.Progress Reporting Requirements:	Quarterl	y N	,	Other Specify)			
The parties hereto have executed this Individu below.	al Services	s Agreem	nent by and thro	ough their duly autho	orized agents of	r representative	s as set forth
-CONTRACTOR-					-LEA/SE	LPA-	
Verbal Behavior Associates							
(Name of Nonpublic School/Agency)			Ele	ement Education, I	nc.		
Signed by:			(Na	me of LEA/SELPA) DocuSigned by:)		
Dr. Matthew Howarth		11/6/2		Pouglas Miller			11/6/2025
Signature) (Signature) (Signat			(Date) (Sig	-BCFĎ1740EF604E7 gnature)			(Date)
Matthew Howarth, Ph.D, CEO			Do	uglas Miller			
(Name and Title)			(Na	me of Superintender	nt or Authorize	ed Designee)	-

Coversheet

Consideration of Lease with MRC Smart Technology Solutions

Section: X. Action Items-Element Education

Item: E. Consideration of Lease with MRC Smart Technology Solutions

Purpose: Vote

Submitted by: Doug Miller

Related Material: ELEMENT EDUCATION, INC. - Sales Order Package #20420733.pdf

BACKGROUND:

Element Education, Inc. currently operates copier and multifunction print solutions across all program sites utilizing Xerox equipment under a managed print services agreement. MRC Smart Technology Solutions, Inc. has been our primary vendor since 2011, and throughout this period has provided reliable service, responsive support, and consistent hardware performance. The existing lease agreement is approaching expiration and requires renewal to maintain continuity of business operations.

Financial Impact: \$118,500 over five years

RECOMMENDATION:

Staff recommends that the Board authorize execution of a new five-year lease agreement with MRC Smart Technology Solutions, Inc. to replace the existing copier fleet with updated equipment. The proposed agreement provides a full refresh of all current devices while maintaining the same monthly lease cost and per-click print charges as the prior contract. This allows the organization to benefit from newer, more efficient equipment, improved reliability, and updated security features without increasing operating expenses.

By continuing with MRC, our copier provider since 2011, we retain consistent service levels, fleet standardization, and established support relationships while avoiding cost escalation.



Lease Agreement

APPLICATION NO.	

AGREEMENT NO.	

5657 Copley Drive San Diego, CA 92111 - 877-541-5234

		, ,	"us" and "our" refer to MRC	· · · · · · · · · · · · · · · · · · ·	•
CUSTOMER INFORMATION					
ULL LEGAL NAME			STREET ADDRESS		
LEMENT EDUCATION, INC.			1441 Montiel Rd Ste 14	43	
ITY	STATE	ZIP	PHONE	FAX	
scondido	CA	92026	7607435815		
LLING NAME (IF DIFFERENT FROM ABOVE	 E)		BILLING STREET ADDRE	SS	
LEMENT EDUCATION INC			1441 MONTIEL RD		
			STE 143		
TY	STATE	ZIP	E-MAIL		
SCONDIDO	CA	92026	dmiller@myelement.org	<u> </u>	
QUIPMENT LOCATION (IF DIFFERENT FRO ee attached Schedule A	M ABOVE)				
QUIPMENT DESCRIPTION					
AKE/MODEL/ACCESSORIES				SERIAL NO.	
	ON				
ERM & PAYMENT INFORMATI	ON \$1,775.00 Monthly	The payment ("Payn	nent") period is monthly unless ot	herwise indicated.	*plus applicable taxes
ERM & PAYMENT INFORMATION 60 months Payments* of \$		The payment ("Payn	nent") period is monthly unless ot	herwise indicated.	*plus applicable taxes
ERM & PAYMENT INFORMATION 60 months Payments* of \$	\$1,775.00 Monthly may exercise at the end of the	the term, provided that no	event of default under this Agree	ment has occurred and is	
ERM & PAYMENT INFORMATION 60 months Payments* of \$	\$1,775.00 Monthly may exercise at the end of the	the term, provided that no	event of default under this Agree	ment has occurred and is	
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- Docusign Envelope ID: C6B3E63El@96t4EttlE@1A62-96462@D608Ed Meeting Agenda Friday December 5, 2025 at 12:00 PM

 1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain intangible items such as software, software or subscription license(s), software components, prepaid cloud credits or professional services (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from licensor(s) and/or supplier(s) (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only and that the Equipment is new, unless otherwise noted. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted
 - 2. **OWNERSHIP**; **PAYMENTS**; **TAXES AND FEES**: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. **You will pay all Payments**, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You agree to reimburse us for all applicable taxes, assessments and penalties related to this Agreement, whenever levied or assessed on this Agreement, on us or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we are not going to file and pay, you will be notified in writing within 60 days after commencement and or billed directly to you by your taxing jurisdiction. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf and to pay us an annual tax processing fee up to \$50. You agree to pay us an origination fee of \$189.50 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
 - 3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move Equipment unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
 - 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
 - 5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent, which will not be unreasonably withheld. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
 - 6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related against what you were sufficient that you will be responsible for any deficiency. In this event of any deficiency in the event of any deficiency and support of the safe against what you were sufficient that you will be responsible for any deficiency and support of the proceeding), actual court costs and any other collection costs, including any collection agency fee. LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement shall be a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC, as may be amended. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
 - 7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our 7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.
 - 8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us or term of the Equipment of days before the end of the initial term or at least 60 days before the end of any renewal term that you want to purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we seperify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee.
 - 9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
 - 10. MISCELLANEOUS: Unless otherwise stated in an amendment, supplement or addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by 10. MISCELLANEOUS: Unless otherwise stated in an amendment, supplement or addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by electronic transmission or via overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice messages calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. You authorize us to insert or correct missing information on this Agreement, including but not limited to agreement numbers, serial numbers and other Equipment information.
 - 11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER(S) AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON, INCLUDING ALL INSTANCES WHERE THE TERM OF A FINANCED ITEM OR ASSOCIATED SERVICE MAY NOT BE COTERMINOUS WITH THE TERM OF THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
 - 12. LAW; JURISDICTION/VENUE; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or, if assigned, the assignee's principal place of business. You consent to the jurisdiction and venue of any state or federal court in the state of the Lessor or, if assigned, where its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

Docusign Envelope ID: C6B3E63El@006t4E30Ec@1A662-9264A6220D00B6E6d Meeting - Agenda - Friday December 5, 2025 at 12:00 PM



Schedule A

APPLICATION NO.	AGREEMENT NO.

Business Solutions

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and MRC Smart Technology Solutions, Inc.

EQUIPMENT DESCRIPTION						
Quantity	Model and Description	Location	Serial Number	Starting Meter		
3	C9265XLS with Business Ready Finisher 2.0 w/ 2/3 Hole Punch - (WH), 1 Line Fax Kit, Xerox Integrated Controller, Post Script Kit	ELEMENT EDUCATION INC 1441 MONTIEL RD STE#145 ESCONDIDO, CA 92026				
6	AltaLink C8255H2 with Office Finisher (OFC-81), 1-Line Fax (FAX-1LINE), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	ELEMENT EDUCATION INC 1441 MONTIEL RD STE 143 ESCONDIDO, CA 92026				

CUSTOMER ACCEPTANCE							
This Schedule "A" is hereby verified as correct by the under≱igne ে হয়েটে প্ৰা প ণ্ড acknowledges receipt of a copy.							
ELEMENT EDUCATION, INC. CUSTOMER (as referenced above)	Pous Miller BCED1740FF604F7 SIGNATURE	Doug Midger	11/12/2025 1:23 PM PS				

Coversheet

Consideration of Replacement of two HVAC systems (Poway)

Section: XI. Action Items-Community Montessori

Item: A. Consideration of Replacement of two HVAC systems (Poway)

Purpose: Vote

Submitted by:

Related Material: Aelott Poway Quote.pdf

BACKGROUND:

During a recent inspection of the HVAC system serving Unit #5 at the Poway site, staff and contracted technicians determined that the unit is in need of substantial repairs. The equipment is approximately 31 years old, well beyond its expected service life and replacement is recommended to ensure reliable operation and avoid costly emergency failures.

A proposal for replacement has been prepared and is attached for the Board's review. The adjacent unit, located on the same roof and of the same age, is also nearing the end of its useful life and considered to be at high risk of failure. Replacing both units concurrently would allow for cost efficiencies, including shared crane and equipment mobilization, resulting in an estimated savings of approximately \$1,000.

Financial Impact: \$30,480.00

RECOMMENDATION:

Approve the Aelott Air Conditioning Quote.







STATE CONTRACTORS' LICENSE #1117238

812 WEST WASHINGTON AVE., ESCONDIDO, CA 92025

Model _____ Make _____

PHONE (760) 746-1333, FAX (760) 480-7844 email: rich.aeling@aelott.com

We submit for your acceptance the hereinafter proposition. Acceptance, in o side and must be evidenced by your signature hereto.	order to constitute a co	ntract, must be received w	ithin 30 days	<u>s</u> from date o	n reverse
	Job Number: _		PERMIT	T: □ Yes	No
Job Name: Element Education-Poway		CONSTRUCTION: [□ New	Existing	J

Address: 12370 Adobe Ridge Road Cell Phone: _____

City, State, ZIP: Poway, Ca 92064					Job Pho	one:					
Bill To: same						Office Phone:					
Address:						City, St	ate, ZIP:				
Person to Contact: <u>Doug Miller</u>						Square Feet:					
CONTRACT PRICE: \$30,480.00											
Contract includes all labor, materia											
Systems. Includes demolition and		-	•	-							
(E) with secondary pan/overflow s	_			_							_
• •						-	·				
phase R454 Condensers, Carrier 5											<u>tai</u>
Cooling Coils, TC500A Honeywe	ll Then	mosta	<u>ts(2)</u>), Taxes,	and all miscel	<u>laneous</u>	materials to fir	nish ar	ıd sta	rt up.	
Excludes: permits, duct testing, an	d site s	creen	(all l	<u>by owne</u>	r)						
Existing: ductwork, gas piping, flu	ie, line	low v	olta	ge wirin	g, condensate o	drains.					
Excludes all previous service orde	rs.										
Billing: Rough% Finish <u>10</u>								rox			
☐ Residential	Z FAU I	Heatin	g	☐ Heat	Pump Z Ven	ntilation	✓ Air Condition	ning		Sheet I	Metal
THE FOLLOWING RESPONSIBILITIES WILL BE ASSUMED BY YOU OR US AS INDICATED:											
		US	YOU	N/A					US	YOU	N/A
DELIVERY, UNCRATING, ERECTION		Z			EQUIPMEN	•					Z
WIRING OF CONTROL SYSTEM DUCT WORK		Z			PHASE WIR		ANEL L INTO EQUIPMEN'	т			Z
DUCT INSULATION				.Z .Z	EXCAVATION EXCAVATION IN THE PROPERTY OF THE P			•			
ULTRALITE SLAB				.Z	CUTTING H						Z
SUPPLY OUTLETS				.Z	PATCHING						Z
RETURN GRILLS				<u>.</u>	DECORATII		INTING				Z
INSULATION - WALL R-11" CEIL. R-19"				Z	CONDENSA	ATE LINE					Z
LOW VOLTAGE CONDUIT				\mathbf{Z}	FIRE DAMP	ERS					Z
Model <u>27SCA560A005</u>	Make	Carri	er		Model <u>58SU</u>	OB080	M2120	Make	Carr	ier	
Model CVAMA6021XMA	Make	Carri	er		Model TC50	00A		Make	Hone	<u>eywel</u>	1
Model	Make				Model			Make			

Model Make

Element Education - Governing Board Meeting - Ag	•
SUPPLY OUTLETS: Hiwall Ceiling	
RETURN OUTLETS: Quantity	-
MOUNTING TYPE: Raised Base Closet Attic C	
MOUNTING PLATFORM BY: ☐ Contractor ☐ Owner ☐ Us	•
DUCTS: Galv. Flex. Existing Other Divided to the control of the control	
ELECTRICAL SERVICE BY: Gen. Contractor Owner U	
CONTROLS: Yes Existing Other Other	
GAS LINE BY: Us Plumber Existing GAS HOOKUI	
CONDENSATE DRAIN BY: US Plumber Existing	
CONDENSATE DRAIN HOOKUP FROM STUB AT OUR EQUIPME	ENT BY: LI Us LI Plumber
LENDER	OWNER'S CURRENT ADDRESS
MISCELLANEOUS INSTRUCTIONS:	
MIGGELANEGGG INGTROCTIONS.	
Should there be any delays which are considered unreasonable by this contractor passed on to the owner, general contractor or his designate. Aelott will not absorb doing.	
Accounts Due and Payable 10th of Month Following Purchase. On the last day CHARGE OF 1% per month which is an ANNUAL PERCENTAGE RATE OF 12%	
NOTICE: "Under the Mechanics' Lien Law (California Code of Civil Procedure, So person who helps to improve your property but is not paid for his work or supplies, court hearing, your property could be sold by a court officer and the proceeds of paid your own contractor in full, if the subcontractor, laborer, or supplier remains Ave., Escondido, California, 92025-1635. Should suit be commenced or an attorn the other payments provided for herein, be entitled to charge and collect a reasonal	has a right to enforce a claim against your property. This means that, after a the sale used to satisfy the indebtedness. This can happen even if you have unpaid." All payments shall be made to our offices at 812 West Washington bey employed to enforce payment under this contract we shall, in addition to
All service required by items furnished under this contract will be provided only warranty. Replacement of filters, fuses or emergency service calls not due to defequipment or system is tampered with or repaired by other than Seller's personne entire agreement. Any labor or equipment in addition to that required by this propoperiod is good for ONE YEAR ONLY. In addition, the sealed refrigeration unit is pro-	ects in workmanship or materials will be billed at normal service rates. If the I, this warranty shall be void. It is understood that this proposal sets forth our is all will be paid for by you as an extra at our normal rate. This initial warranty
All equipment remains the personal property of Aelott Air Conditioning until final pa	yment is received.
Contractors are required by law to be licensed and regulated by the Contractors S the Registrar of the Board whose address is: CONTRACTORS STATE LICENSE I	
PURCHASER'S ACCEPTANCE: Date	PROPOSAL SUBMITTAL: Date 11/19/25
By:	By: Richard Aeling
(Printed Name)	Approved by: