



Board Agenda Item #	III A- Action Item
Date: July 23, 2020	August 6, 2020
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Name: Dr. Callaham, Ed.D.
RE: Special Education Services	Item Title: Additional NPA for more accessibility to services

Proposed Board Motion

I move that the board approve the contract not to exceed \$30,000 with Vision Core Services for additional Special Education services as needed by the MPS schools for special education compliance. Subject to such further changes and revisions as MPS General Counsel and Vision Core Services may agree.

Introduction

- What services are being provided? This Non Public Agency (NPA) would provide another option for MPS Schools/Principals and SPED Coordinators to assign for Deaf and Hard of Hearing (DHH), Assistive Technology (AT), Occupational Therapy (OT), Adapted Physical Education (APE), and Behavior Intervention Implementation (BII) Services and assessments as needed.
- Why is this contract/service needed? Due to inconsistent ability to respond to our need for certain assessment reports and sporadic shortages in NPA personnel, our schools sometimes need another option for accessing these services.
- Is this a school or organization wide implementation? Organization wide implementation/ availability on a school by school basis as needed.

Background

- What contracts with the vendor are already in place? MPS currently has a contract with Cross Country Services and Edlogical Non-Public Agencies for Special Education services. Additionally, we currently receive speech services from ELUMA which is solely an online/ virtual service provider.
- History of the project (Not Applicable)

Analysis (If applicable)

- Were RFPs done? Yes. RFP's were completed during the 18-19 school year released on 5/1/19 and the team agreed upon Edlogical, Cross Country and as a third contender the new company, Vision Core is being considered for back-up service provision.
- What negotiations were made? There were adjustments to the contracts to provide discounts and fair billing practices as appropriate for our Magnolia schools.
- What is the research/comparison data? Vision Core is cost effective and has a history of following through with requests from schools in a timely manner.

Budget Implications

The approval of this item will not increase funding cost for SPED. The funds have been allocated for the 20-21 school year for all SPED services. Any impact should reduce the cost of services.

- Amounts/ Funding Source Amount will vary, but will come from the approved SPED budget.
- CFO reviewed and approved

Exhibits (attachments):

- Appendix items
 - Price List for Special Education Services
 - Comparison Chart of NPA's from RFA Committee Review

We are all in the same Boat: Let's continue to row in the same direction...

	Speech Services	Psych Services	APE	OT	HOH	DIS Counseling	BI
MSA 1	Eluma	Inhouse	EdLogical	EdLogical	N/A	Inhouse	N/A
MSA 2	Eluma	Inhouse		ELUMA		Inhouse	
MSA 3	Eluma	Edlogical	N/A	ELUMA	EdLogical	Edlogical	In-house
MSA 4	Eluma	Inhouse	EdLogical	ELUMA	EdLogical	Inhouse	In-house
MSA 5	Eluma	Inhouse	EdLogical	EdLogical	Edlogical	Inhouse	In-house
MSA 6	Eluma	Inhouse	N/A	N/A	Edlogical	Inhouse	N/A
MSA 7	Direct ED	Inhouse	Edlogical	Edlogical	N/A	Inhouse	In-house
MSA 8	Eluma	Inhouse	EdLogical	EdLogical	EdLogical	Inhouse	NA
MSA Santa Ana	Eluma	Inhouse	EdLogical	ELUMA	EdLogical	Inhouse	
MSA San Diego	OAS?	Edlogical	Oas Center	Oas Center	N/A	OAS. Inhouse	N/A

Cost Comparison for Non-Public Agencies

	Edlogical	Min Hours	D.E./C.C.	Min Hours	Vision Core	Min Hours
Speech	98.00	2	115.00	3	100	2
RSP	85.00	4	80.00	7	90.00	7
BII/Para	34.50	1	36.50	2	30.00	7
Couns	77.50	2	83.00	3	70.00	2
Psych	90.00	2	109.50	1	90.00	0
OT	101.00	2	114.00	3	90.00	2
PT	N/A	N/A	N/A	N/A	N/A	N/A
BII	34.50	4	N/A	2	30.00	7
APE	88.00	2	96.00	3	80.00	2
COTA	65.00	3	74.00	3	65.00	2
SLPA	67.50	2	72.00	3	N/A	N/A



MASTER CONTRACT
2020-2021

CONTRACT NUMBER: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Vision Core, Inc. (Hereinafter referred to as “CONTRACTOR”) NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT This Master Contract is entered into this 1st day of July, 2019, between the Magnolia Public Schools (hereinafter referred to as “LEA” or “District”) and CONTRACTOR for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361, 56366, and 56365 et seq., and Title 5 of the California Code of Regulations section 3000 et seq. It is understood that this contract does not commit LEA to pay for special education and/or related services provided to any LEA 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.

LEA shall provide CONTRACTOR access to student records in Welligent, SEIS or SIRAS within five (5) school days of CONTRACTOR’s notification of enrollment. Within five (5) school days of LEA providing CONTRACTOR with access to a newly enrolled student’s records in Welligent, SEIS or SIRAS, CONTRACTOR shall provide required information to complete an Individual Services Agreement (hereinafter referred to as “ISA”) to the LEA. Thereafter, CONTRACTOR and LEA shall electronically exchange ISAs, for LEA approval of ISA. The ISA shall then be executed within five (5) school days. LEA and CONTRACTOR shall enter into an ISA and subsequently maintain an active ISA for each LEA student served by CONTRACTOR. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”).

LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent evidencing the parent’s agreement to the IEP. Exceptions to this requirement will only be made as follows: (1) pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, (2) pursuant to a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or (3) when the CONTRACTOR is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP.



2. CERTIFICATIONS AND LICENSES CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. Specifically, the CONTRACTOR shall not be operated or controlled by a sectarian group, the primary purpose of the facility shall not be religious, and religious education cannot be part of the CONTRACTOR's program. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE certification and as defined in California Education, Code sections 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 nonpublic school/agency 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 contract is executed by CONTRACTOR. CONTRACTOR name must align with name on CDE certification that is provided with Contract Application Packet.

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 the capacity as stated on CONTRACTOR’s CDE certification. The maximum number of LEA students enrolled shall not exceed the total LEA enrollment stated on Master Contract rate page. Upon prior, written agreement by both parties, maximum number of LEA student enrollment may be increased. Absent written agreement by both parties, the CONTRACTOR shall be fully liable for any compensatory time resulting from a CDE required corrective action resulting from such noncompliance with the CDE classroom or student capacity. Possession of an active Master Contract does not ensure that student referrals for enrollment will be issued. Referrals will be based on CDE certification, LEA student capacity as per Master Contract rate page (Exhibit A) and current LEA need.

If current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of pupils, notify the LEA of the change. CONTRACTOR shall submit all revised CDE certifications to the LEA within five (5) business days.

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 special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.). If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate



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licensing agency in both California and in the state where the LCI is located. When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. With respect to CONTRACTOR's certification, LEA requires that CONTRACTOR comply with all CDE certification requirements while providing services during the term of this contract to LEA students. Failure to notify the LEA of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) decrease in CDE authorized student and/or classroom capacity; (5) major modification or relocation of facilities; or (6) significant modification of the program may result in suspension or termination of this Master Contract by the LEA. 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 in writing within five (5) days in the event that a provider's credential or license is revoked, not authorized or renewed following payment by LEA for services authorized by a Temporary County Certificate, and/or there exists a lapse in authorized coverage dates. CONTRACTOR shall notify the designated LEA within five (5) business days should changes to key demographics occur, such as changes in name, address, phone number, referral contact information, or key administrative staff.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with the Individuals with Disabilities Education Act and all subsequent amendments and requirements and all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations relating to the provision of special education and/or related services as set forth in federal and state special education laws and regulations, facilities for individuals with exceptional needs, CONTRACTOR shall also comply with all LEA policies and procedures applicable to NPS/NPA, unless taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR. To the fullest extent allowed by law, CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this Contract for such failure.

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2021. In the event the contract is not renegotiated by June 30, 2021, the most recently executed Master Contract will remain in effect for 90 days per Title 5 California Code of Regulations section 3062(d). No Master Contract will be offered unless and until all of the requirements set forth in the Application Packet have been satisfied. Submission of an Application Packet for the development of a Master Contract does not guarantee that a Contract shall be issued. Applications will be considered on an individual basis.



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Both parties agree to mutual intent to engage in the rate negotiation process as outlined in LEA's "NPS/NPA Rate Negotiation Process" for the 2020-2021 contract year. However, no rate agreement of any kind (including a "contract to negotiate") will exist between the parties until they have signed a final formal written agreement. If the current master contract expires while actively negotiating rates, LEA shall continue to pay CONTRACTOR invoices that are properly submitted for services rendered to LEA students at the last approved master contract rates until the mutually agreed rates are approved.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees. CONTRACTOR must also require that any independent contractors or subcontractors it utilizes to provide services to LEA students must be bound by any applicable terms and conditions of this Master Contract. 5. INTEGRATION CLAUSE 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 reasonable information as requested in writing to secure the Master Contract or renewal. If the Application Packet is not completed and returned to the LEA, no Master Contract will be issued. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement. To the extent that there is any conflict between the language of this Master Contract and the language of other documents incorporated by reference, the language of this Master Contract shall control, and the conflicting incorporated language shall be disregarded. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) 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 90-day period, all payments for services performed after the 90-day period 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)). Notwithstanding any contrary provisions of this Master Contract, in the event that this Master Contract expires or terminates and LEA continues placement of current students or sends new students to CONTRACTOR and CONTRACTOR continues to provide services, CONTRACTOR and LEA shall continue to be bound by all of the terms and conditions of the most recent IEP and executed Master Contract for service provided to LEA students until LEA students are no longer served by CONTRACTOR as set forth in the provisions of Section 1.

6. INDIVIDUAL SERVICES AGREEMENT This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California 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 and LEA 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 LEA students.



All related services as delineated in the IEP/ISA shall be scheduled in advance for the duration of IEP/ISA. Each scheduled related service event per IEP/ISA prescription (frequency and duration), shall be documented in the Welligent, SEIS or SIRAS Service Tracking Module, if applicable. If CONTRACTOR is a nonpublic school, student attendance shall be maintained on at least a daily basis. Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline typically set by state and national licensing boards.

Changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a)(3)).

CONTRACTOR may terminate this Master Contract or an Individual Services Agreement in accordance with Education Code section 56366, subd. (a)(4). For the purposes of this section, "for cause" within the meaning of section 56366, subd. (a)(4), shall be defined as follows: (1) the student requires services beyond the capacity of the CONTRACTOR's certification, or (2) the student's continued presence materially and adversely affects the provision of services to other students, or (3) the student presents a safety risk to other students or staff. 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. CONTRACTOR is required to comply with all requirements of section 56366, subd. (a)(4), including, but not limited to, the notice requirements stated therein. CONTRACTOR shall notify student's parent or educational rights holder in writing of notice to LEA of intent to terminate ISA, concurrent with provision of notice to LEA, and shall provide to LEA a copy of the written notice of termination issued to parent. CONTRACTOR enrollment forms shall include information about this contractual provision. ISAs may be also terminated before twenty (20) days if done pursuant to an IEP team decision (e.g., student found no longer eligible for service or changing to a LEA provider). When CONTRACTOR terminates the ISA, CONTRACTOR shall cooperate with LEA in convening an IEP team meeting to determine student's subsequent offer of FAPE. Upon CONTRACTOR request, LEA will determine alternate IEP team meeting site.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a)(5), 56366.10(a), and Title 5 of the California Code of Regulations Section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within ten (10) school days of the last date a service was



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provided. Failure to provide such notice will result in the CONTRACTOR assuming fiscal responsibility for subsequent compensatory services awarded as the direct result of CONTRACTOR's failure to provide services in accordance with the executed ISA/IEP equivalent to the amount of services not provided that were not due to student's rejection of services, as evidenced by service tracking records. CONTRACTOR shall provide any subsequent compensatory service hours agreed upon in an ISA but not provided to a student as a result of CONTRACTOR's lack of provision of services, excluding service hours missed due to properly documented student absence or student refusal of services. When missed services are made up, CONTRACTOR shall submit a properly prepared invoice to LEA to bill for the provision of those services for which the LEA withheld prorated payment. LEA shall compensate CONTRACTOR for approved compensatory service hours at the rates specified by the current contract, unless billed for previously and in accordance with the provisions in Section 58.

Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the term of the Master Contract unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall cooperate with LEA decisions concerning changes in placement. Nothing herein shall be construed to mean that CONTRACTOR consents to the jurisdiction of OAH.

When it is necessary to extend services beyond the ISA ending date, a "stay-put" ISA will be executed within ten (10) school days of the ending date of the CONTRACTOR's last executed ISA.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Los Angeles County Superintendent of Schools 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 the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA administrator or designee assigned to the LEA's Division of Special Education with responsibility for nonpublic schools/agencies.

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 ("CTC"), temporary county certificates that allow individuals to



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teach in nonpublic nonsectarian (and other) schools while their applications for certification by the Commission on Teacher Credentialing (CTC) are being processed, and 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(j).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001(y)).

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(r).

f. The term "Parent" means:

i. A biological or adoptive parent of a child 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, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726.

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 who has been appointed pursuant to Government Code sections 7579.5 or



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7579.6 and in accordance with the requirements of applicable federal and state laws and regulations. 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 nonpublic school or agency 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 LEA 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.

ADMINISTRATION OF CONTRACT

8. NOTICES All notices provided for by this contract shall be in writing. Notices shall be faxed, emailed with verification of receipt, mailed by first class United States Postal Service, electronically delivered or delivered by hand and shall be effective as of the date of receipt by addressee. All notices related to application for and administration of this Master Contract (with the exception of invoices, as noted below) shall be mailed to LEA and shall be addressed to:

Magnolia Public Schools

Notices to CONTRACTOR shall be addressed as indicated on signature page. LEA will provide CONTRACTOR with the name and contact information of the person to whom CONTRACTORS shall address concerns regarding this Master Contract and the implementation of ISAs, IEPs and access for LEA students. Formal requests for information submitted to LEA designated staff will be responded to by both parties within five (5) business days.

9. MAINTENANCE OF RECORDS CONTRACTOR and LEA shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA acknowledge that the student records maintained by LEA are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all such records for at least seven (7) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of



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Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as “AA”), behavior intervention aides, and bus aides; LEA-provided sign in/out sheets for providers on LEA campuses; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. LEA shall provide CONTRACTOR access to any student records created by the CONTRACTOR, within seven (7) years of its creation, and stored physically or electronically by LEA in order to meet the preceding document retention requirements. Any electronic access shall be provided to CONTRACTOR for up to thirty (30) days.

CONTRACTOR shall maintain LEA electronic and physical student records, including student records data kept electronically (e.g., on laptops, smartphones, etc.), 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 LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not include: (a) the LEA student’s parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073; (c) an individual to whom written consent has been executed by the LEA student’s parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, progress reports/report cards, state test score reports, IEP/IFSPs, and reports. CONTRACTORS shall comply with California Education Code § 56504, which ensures parents the right and opportunity to examine all school records of his or her child and to receive copies of these records within five (5) business days after making a request either orally or in writing. Requests for records shall be promptly forwarded to the LEA’s Custodian of Records and CONTRACTORS shall comply with LEA requests for records within mandated timelines. CONTRACTOR shall also comply with Custodian of Records designation requirements pursuant to California Education Code §§ 56366.1(e)(2) and 44237. The name of CONTRACTOR’s Custodian of Records and records clerk designee shall be



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provided to LEA on an annual basis; LEA shall be notified in writing of any changes in designee within forty-five (45) 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 AND NO ASSIGNMENT This contract binds CONTRACTOR's successors and assignees. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within forty-five (45) days of change of ownership or change of authorized representative. CONTRACTOR shall not assign this Agreement without the written consent of LEA, and any attempt by CONTRACTOR to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of LEA.

12. VENUE AND GOVERNING LAW The laws of the State of California shall govern the terms and conditions of this contract with venue in Los Angeles County, California.

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 statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the 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. CONTRACTOR may submit requested modifications and/or amendments to LEA for consideration. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. TERMINATION This Master Contract or an ISA may be terminated by either the CONTRACTOR or LEA as set forth below. To terminate the ISA, either party shall give twenty (20) calendar days [exclusive of LEA off-track time and school vacations in excess of five (5) days] prior written notice.

CONTRACTOR may terminate the Master Contract or an ISA in accordance with Education Code section 56366, subdivision (a)(4). For purposes of this section "for cause" within the meaning of section 56366, subdivision (a)(4), shall be defined as follows: (1) the student requires services beyond the capacity of CONTRACTOR's certification, or (2) the student's continued presence materially and adversely affects the provision of services to other students, or (3) the student presents a safety risk to other students or staff. 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. 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



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provided in Section 5 or 6. CONTRACTOR is required to comply with all requirements of section 56366, subd. (a)(4), including, but not limited to, the notice requirements stated therein.

In the event of the closure of a nonpublic school or agency, the LEA will be given as much notice as is reasonably possible but in no case less than fifteen (15) days written notice unless due to unavoidable accident or natural disaster.

LEA may terminate this Master Contract or an ISA, by written notice of default to CONTRACTOR, in any one of the following circumstances:

- a. CONTRACTOR fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by LEA;
- b. CONTRACTOR fails to perform so as to endanger performance of this Agreement in accordance with its terms;
- c. CONTRACTOR fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective immediately if CONTRACTOR does not cure such failure within a period of twenty (20) days after written notice of default by LEA, unless the required cure cannot reasonably be completed within that time; in such cases, the cure period may be extended by mutual written agreement between LEA and CONTRACTOR;
- d. The other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof;
- e. In instances where an issue occurs at a nonpublic agency that the LEA determines is an immediate threat to student health or safety or when there is documentation that NPA has been unable to provide services required on IEP/ISA, LEA may terminate a NPA student's ISA and/or reassign student to an alternative NPA without providing 20 days' notice.

Upon termination for contractor default, LEA may procure, upon such terms as it shall deem appropriate, services similar to those so terminated. If the termination is due to the failure of the CONTRACTOR to fulfill its contractual obligations, the LEA may take over the services, and complete the services by contract or otherwise. In such case, the CONTRACTOR shall be liable to the LEA for any reasonable costs or damages occasioned to the LEA in excess of CONTRACTOR's cost of providing services as set forth in CONTRACTOR's rate page. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by the LEA out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the



VISION CORE, INC.

CONTRACTOR shall promptly pay the amount of such excess to the LEA upon notice of the excess so due.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of this 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.

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 herein. In instances where an issue occurs at a nonpublic agency that the LEA determines is an immediate threat to student health or safety or when or when there is documentation that NPA has been unable to provide services required on IEP/ISA, LEA may terminate a NPA student's ISA and/or reassign student to an alternative NPA without providing 20 days' notice.

15. INSURANCE CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed, authorized 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 NOT AFFILIATED WITH RESIDENTIAL TREATMENT CENTERS

When CONTRACTOR is a nonpublic school or agency not affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required: A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage to rented premises
- \$ 5,000 medical expenses
- \$1,000,000 personal & advertising injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

B. Commercial (Business) Auto Liability Insurance Commercial (Business) Auto Liability Insurance for all owned, scheduled, non-owned or hired automobiles with a \$1,000,000 combined single limit if the NPS or NPA does not operate a student transportation service. If



VISION CORE, INC.

NPS or NPA provides transportation services to students utilizing a van, shuttle or bus designed to carry 10 or more passengers, the NPS or NPA shall keep in effect a combined single limit business auto liability policy of no less than \$5,000,000. Any excess or umbrella policies can be used to meet the \$5M requirement.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)

Part B - Employers Liability - \$1,000,000/\$1,000,000/\$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, with the following limits:

\$1,000,000 per occurrence

\$1,000,000 general aggregate

E. Abuse & Molestation coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, or extra liability umbrella insurance, with the following limits:

\$1,000,000 per occurrence

\$1,000,000 general aggregate

F. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy shall name the LEA and its Board of Education as additional insured. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

G. Any deductibles or self-insured retentions above \$100,000 must be declared to, and approved by the LEA.

Self-insurance (1) When the self-insurance retention for the CONTRACTOR is to be \$100,000 or more, the CONTRACTOR shall submit, in writing, information on its proposed self-insurance program. The submission shall include:

- A complete description of the program, including types of risks, and limits of coverage
- The CONTRACTOR's latest financial statements
- Claims administration policy, practices, and procedures
- A disclosure of all captive insurance company and reinsurance agreements, including methods of computing costs.

(2) Programs of self-insurance covering workers' compensation:



VISION CORE, INC.

- An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

H. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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.

I. All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

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

PART II

16. INDEMNIFICATION AND HOLD HARMLESS CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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 Indemnitees).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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 Indemnitees).

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 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 Agreement 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 Agreement shall be deemed to create any association,



VISION CORE, INC.

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.

18. SUBCONTRACTING CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate pertinent provisions of this Master Contract in all subcontracts where the subcontractor is providing services under the provisions of this Master Contract. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA 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 certificate 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. 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 as an additional insured.

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 shall 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.

19. CONFLICTS OF INTEREST CONTRACTOR shall provide upon request to LEA 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 including, but not limited to, employment with LEA, provision of private party services, assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's legal advocate outside of the scope of CONTRACTOR's role as an educator/service provider of LEA students. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services, excepting parentally-provided transportation, to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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



VISION CORE, INC.

CONTRACTOR, or otherwise has a conflict of interest. This provision does not apply to fundraising efforts to benefit CONTRACTOR.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR that recommends services for the LEA student that benefits the CONTRACTOR. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund ongoing services provided by the evaluator whose IEE the LEA agrees to fund.

20. NONDISCRIMINATION CONTRACTOR shall comply with all State, Federal and local laws prohibiting discrimination on the basis of actual or perceived sexual orientation, gender or sex (including gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status, or a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366(a)(5)). If student services are provided by a subcontractor (i.e., related services provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent



VISION CORE, INC.

health and safety regulations. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's

IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may not charge an LEA student's parent(s) for services and/or participation in any educational activities. All supplies, materials, and equipment needed to participate in educational activities shall be provided to pupils free of charge in compliance with California Education Code § 49011 and Section 5 of Article IX of the California Constitution.

If an IEP team determines that a student requires an assistive technology device, software, or equipment (collectively "equipment"), based upon assessed needs, which is beyond the scope of equipment necessary for CONTRACTOR to provide the services it has been contracted to provide or which must be used exclusively by the student, it is the LEA's responsibility to provide the equipment listed on that student's IEP and ISA, and if necessary to provide training on the use of the device or equipment. LEA will provide CONTRACTOR with access to annual "train the trainer" workshops. CONTRACTOR shall provide school site-based training for student, teacher, support staff and parent on the use of the device. CONTRACTOR shall return device to LEA, as per issuance procedures, within two (2) working days of student termination or ceasing to qualify for device. CONTRACTOR shall file or attempt to file police reports for missing/lost/stolen device(s), providing documentation of attempt, and coordinate the provision of any police report number to LEA within five (5) working days of becoming aware of loss. LEA is not responsible for and shall not reimburse CONTRACTOR for any damage to or loss of devices owned or provided by CONTRACTOR, or for replacement of malfunctioning, damaged or stolen school-provided technology used for instruction or access (e.g., assistive technology).

The equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA's district. Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION All CONTRACTOR 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, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and monitoring of program fidelity to be consistent with state standards; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards; (d) provide the services as specified in the LEA student's IEP and ISA; and, (e) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State



VISION CORE, INC.

Board of Education (“SBE”)-adopted, current California standards based curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide current California standards based curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school, consistent with California Education Code §56366.10(b)(1)(B); (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 appropriate for students with moderate to severe disabilities, CONTRACTOR shall utilize appropriate curriculum with alternate standards. Applicable students shall have access to the core content, activities, and instructional materials delineated within appropriate curriculum for students using alternate standards. CONTRACTOR’s general program of instruction shall be described in writing and a copy shall be provided to LEA prior to the effective date of this Master Contract.

IEP teams for students enrolled in nonpublic schools shall include an annual English Language Development (ELD) Present Level of Performance (PLP) as evidenced by multiple sources of state and school level data, and shall include an annual ELD goal with incremental objectives, for any annual or triennial IEP for English Learners with disabilities who did not increase his/her ELD level in the previous twelve (12) months or whose ELD level has increased but has yet to meet the criteria for reclassification.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall collaborate with the LEA to adhere to English Language learner requirements as per California Education Code section 313 and Title 5 California Code of Regulations section 11303. As part of CONTRACTOR’s instructional program, students classified as Limited English Proficient (LEP) shall receive daily Designated and Integrated ELD instructional services. As part of the IEP process, students’ linguistic and academic progress shall be monitored. CONTRACTOR shall notify LEA that student has met classification criteria. LEA shall reclassify student. CONTRACTOR shall assist LEA in obtaining completed Home Language Surveys, where lacking, from parents and documenting information obtained in accordance with LEA procedures.

When CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of course requirements that CONTRACTOR will provide for LEA students to meet the LEA’s diploma or certificate of completion requirements. CONTRACTOR and the LEA Secondary Counselor will collaborate to determine the academic course placement necessary for student to complete LEA graduation requirements. For students on the alternate curriculum, it is the CONTRACTOR’s responsibility to determine content and sequence that best meets the students’ IEP goals.

CONTRACTOR shall not award a high school diploma issued by LEA to LEA students who have not successfully completed all of the LEA’s graduation requirements including any exit examination as required by the California Education Code. CONTRACTOR shall assist LEA in its obligations to adhere to foster youth graduation requirements as per AB216 (formerly



VISION CORE, INC.

AB167). LEA students who do not fulfill all LEA graduation requirements shall not be issued a diploma from a NPS utilizing CONTRACTOR's WASC accreditation.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and monitoring of program fidelity to be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention, Occupational Therapy, and/or Physical Therapy services as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of service initiation and shall initially upload the treatment plan into Welligent, SEIS or SIRAS. Thereafter upon completion of each new active IEP, an updated Behavior Treatment Plan, Occupational Therapy Treatment Plan and/or Physical Therapy Treatment Plan shall be uploaded. The Occupational Therapy and Physical Therapy Treatment Plans shall be completed, concurrently with the prescription details, within ten (10) working days from the signature of the IEP. A hard copy of all Behavior Treatment Plans shall be provided to the school site administrator and the classroom teacher(s) no later than five (5) days after uploading the Behavior Treatment Plan into Welligent, SIRAS or SEIS.

NPA school-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff members are 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. It is understood and agreed that the parent, guardian, or adult caregiver of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own student. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention Services must have a designated person trained in behavioral assessments, support, and intervention strategies on staff. It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation services nor subcontract for transportation services for LEA students unless the LEA and the CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, 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 LEA students at like grade levels attending LEA schools, unless otherwise specified in the LEA student's ISA developed in accordance with the LEA student's IEP.



For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the weekly total number of instructional minutes (excluding breakfast, recess, lunch, and passing time for students on the general education curriculum) shall be at least the minimum specified in Education Code sections 37254, 41420, 46110- 46147, and 46307 and in no case less than the amount specified in the IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP and ISA. When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

CONTRACTORS 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

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year ("RSY") days, plus twenty (20) extended school year (ESY) days, as determined by LEA's calendar. Student enrollment dates must fall within the CONTRACTOR's established school calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. With the exception of emergency closure provisions as stated below, CONTRACTOR shall notify and obtain LEA approval in advance of calendar changes. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In which case, an amended calendar shall be provided by CONTRACTOR for LEA approval. CONTRACTOR shall not change the LEA approved school calendar during the year once submitted, absent extenuating circumstances, in which case CONTRACTOR must submit the reasons for change in writing for prior LEA approval. CONTRACTOR will notify LEA of unanticipated changes in school



VISION CORE, INC.

calendar due to emergency school closures within twenty-four (24) hours, and will send LEA within five (5) days of the last emergency closure day a revised school or service calendar with replacement date(s) to provide services within the current school year.

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, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, and Independence Day. With the exception of federal holidays, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA, upon prior approval of LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. 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 IEP and 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 otherwise specified in the LEA student's IEP and ISA. Services provided on Sundays shall not be payable unless otherwise agreed to in advance and in writing by LEA and CONTRACTOR.

26. ELECTRONIC DATA REPORTING CONTRACTOR shall procure and maintain hardware, equipment, services, software and digital signatures necessary to create a secure connection to LEA networks for the purpose of electronically exchanging student information and billing information with LEA. In accordance with BUL-999.11, Responsible Use Policy (RUP) for LEA Computer and Network Systems, CONTRACTOR shall agree to follow all LEA domain email address, password and security requirements and also develop and enforce policies to protect any and all confidential information it receives from LEA. LEA will provide minimum necessary qualifications for third party data use agreements for CONTRACTOR use when contracting for electronic data management systems. CONTRACTOR shall discontinue access to student's electronic files following termination of that student's ISA and/or upon termination by the State of California of CONTRACTOR's status as a NPS/NPA and/or provider's employment with the NPS/NPA. Violation of this policy, including the prohibited use of another person's Welligent account, may result in termination of Welligent accounts.

CONTRACTOR shall assure that appropriate employee access to Welligent, SEIS or SIRAS is established and maintained. CONTRACTOR must utilize an approved domain that aligns with CONTRACTOR's name when communicating with the LEA and all employees with Welligent, SEIS or SIRAS accounts providing billable services must use email accounts with that domain.

In accordance with state and federal law and mandates (False Claims Act (31 U.S.C. sections 3729-3733); Social Security Act (42 U.S.C. section 1396a (a) (68); section 1901(a); Welfare & Institution Code section 14115.75) and the policy of the LEA (Federal False Claims Act Policy BUL-4396.0), the CONTRACTOR agrees to comply with the annual training requirements for all personnel, volunteers, subcontractors or any person employed directly or indirectly by it who



VISION CORE, INC.

enter student information and service documentation into the Welligent, SEIS or SIRAS system. The CONTRACTOR will maintain a roster of personnel, volunteers, subcontractors or any person employed directly or indirectly by it who have completed the Federal False Claims Act training, including the person's name and date of training. Such documentation shall be available upon request by the LEA's Medi-Cal Reimbursement office, Division of Special Education, or state and federal auditors. The LEA reserves the right to conduct random audits of False Claims training documentation and quality of service tracking records; any non-compliance is subject to the provisions of Sections 58 and 61 of this Master Contract.

Within five (5) business days after a written request of LEA, CONTRACTOR shall view, access, and/or transmit identified LEA information electronically. The information may include, without limitation, payment claim information, IEPs, ISAs, pupil records, Medi-Cal monthly service logs ("MSL"), service tracking system documentation, classroom attendance reporting, Registers of Daily Attendance ("RDA"), and all information described in Sections 32, 36, 56 and 57 of this Master Contract.

All services as delineated in the LEA Student's IEP/ISA shall be scheduled in Welligent, SEIS or SIRAS as per timelines specified in Section 6 of this Master Contract. In the event services were not provided, the reason why the services were not provided shall be included in the appropriate electronic data reporting system. In cases of prolonged interruption of access to LEA's network, an extension of at least ten (10) days will be provided upon CONTRACTOR's request and approval by an authorized LEA representative to submit and complete requested information.

A supervisor of the providers of designated instruction and related services or an administrator shall utilize Welligent 30-day services reports at least weekly to monitor that services are delivered and documented appropriately, if applicable.

All nonpublic school and agency service providers who provide designated instruction and related services to LEA student(s) shall complete the "Service Documentation: Quality Assurance Training" module through the LEAs Learning Zone and/or MyPLN platforms on an annual basis. Written verification of provider completion of such training shall be submitted to the LEA upon request.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow the LEA's applicable procedures that support Least Restrictive Environment ("LRE") and/or Dual Enrollment options 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 as well as goals and objectives as necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.



VISION CORE, INC.

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 recommendations to support the transition.

28. STATEWIDE EXAMINATION When CONTRACTOR is a nonpublic school, per Education Code sections 60640–60649, CONTRACTOR shall be available to administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using mutually agreed assessment instruments), the Fitness Gram, or English Language Proficiency Assessments for California (ELPAC) or an Alternate English Language Proficiency tool [e.g., Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALP)] for those students who cannot access the ELPAC as appropriate to student and pursuant to state and federal guidelines. In the event the LEA requests the NPS to assist in administering the assessments, NPS test administrators will be trained by the LEA in the administration of all statewide assessments in accordance with the guidelines of Education Code 56385. Verification of test administration training will be maintained by CONTRACTOR. CONTRACTOR and LEA will follow the training recommendations set forth by the CDE.

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, in accordance with the pupil's IEP, 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.

LEA MEETINGS AND TRAININGS CONTRACTOR shall attend LEA 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, current California standards based curriculum, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, Welligent, SEIS or SIRAS English Language Learner requirements, and state testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

LEA will include CONTRACTOR in LEA staff development and training to implement new and revised mandated requirements of the above stated topics which also includes Learning Zone or other equivalent LEA electronic training programs so that CONTRACTOR can provide staff training independently.

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49005, et seq., 56521.1 and 56521.2 and federal regulations (section 1400(c)(5)(F) of Title 20 of the United States Code regarding positive behavior interventions. Procedures for the elimination of



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maladaptive behaviors shall not include those deemed unacceptable under section 49001 or those that cause pain or trauma. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with federal law and its implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. The IEP team may develop behavior goals and/or a behavior support/BID treatment plan to address the student’s maladaptive behaviors.

Pursuant to Education Code section 56521.1 and federal law, 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.

Emergency intervention shall not be employed longer than necessary 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.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall complete a Behavior Emergency Report (“BER”) when an emergency intervention has been used in the temporary application of a technique used to contain the behavior of a LEA student. The BER must be completed and submitted to the LEA within twenty-four (24) hours using LEA platform. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours via telephone. If the student does not have a behavior intervention plan, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a Functional Behavioral Assessment (FBA), and to determine an interim plan. If the student already has a behavior intervention plan, the IEP team shall review and modify the plan if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR and LEA shall schedule the IEP team meetings referenced above within two (2) school days.

If CONTRACTOR is a nonpublic agency serving students during school hours, CONTRACTOR shall provide school site administration with details of incident for completion of the BER on the same school day. In such cases, LEA site administrators shall complete the BER, using information provided by the NPA.

CONTRACTOR is required to follow all applicable state and federal laws and regulations regarding behavior. CONTRACTOR shall comply with legal requirements regarding positive behavior interventions including, but not limited to: the completion of Functional Behavioral Assessments (“FBAs”); the development, implementation, monitoring, supervision, modification, and evaluation of behavior support and treatment plans; and emergency interventions. Behavior Intervention agencies shall, upon request, provide the LEA with all



VISION CORE, INC.

training protocols of Behavior Intervention staff employed by the NPA who do not possess a license, credential, or recognized certificate.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a designated person trained in evidence-based behavior assessments (“FBAs”), support, and intervention strategies. Training includes certification of completion of emergency intervention training. Contractor shall submit the name of the approved emergency intervention training to LEA prior to the beginning of the school year in which it will be used as part of the submitted Application Packet.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding positive behavior interventions and supports (PBIS), emergency interventions, including prohibited behavior interventions, and Behavioral Emergency Reports.

CONTRACTOR shall ensure that all of its instructional staff members are trained at least annually in emergency interventions. In addition, if CONTRACTOR is a nonpublic agency providing behavior intervention services, all nonpublic agency Behavior Intervention Implementation (“BII”) providers shall be trained at least annually, in accordance with the program’s annual certification requirements, in a nationally recognized emergency intervention training by a certified instructor. All nonpublic schools shall have a minimum of three (3) persons annually trained in an approved emergency intervention training by a certified instructor, unless an exception is approved by the LEA, whereby no fewer than two (2) persons per site may be trained. Documentation of such annual training shall be made available to LEA upon request.

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:

- a. Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock.
- b. An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
- c. An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
- d. 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.
- e. 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.
- f. Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- g. An intervention that precludes adequate supervision of the individual.
- h. An intervention that deprives the individual of one or more of his or her senses.



VISION CORE, INC.

In the case of a student whose behavior impedes the student's learning or that of others, the Individualized Education Program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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. When CONTRACTOR is a nonpublic school, all suspension regulations shall be adhered to including the reporting of mandatory expulsion offenses to law enforcement. Student suspensions shall be reported to LEA using Welligent and/or applicable MiSiS platform.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons (e.g., suspensions), CONTRACTOR shall within twenty-four (24) hours submit a written suspension report to the LEA. Written suspension reports shall include, but not be limited to: the LEA 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 LEA student's behavior support and BID treatment plan, if any, shall be submitted with the written suspension report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting for any suspension that equals or exceeds ten (10) cumulative days for the student during any school year. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; 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)).

Pursuant to California Education Code section 56345(b)(4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code section 56341.5.

Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA 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,



VISION CORE, INC.

including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs, and upon request with thirty (30) days prior written notice, CONTRACTOR shall provide to LEA academic assessments and written progress reports by related service providers, which include Present Levels of Performance, at least five (5) days in advance of assigned student's Individualized Education Program (IEP). It is understood that provider attendance at an IEP team meeting and provider electronic documenting of session notes are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

In accordance with specific criteria defined in the Individuals with Disabilities Education Act (IDEA), an IEP team member may be excused from attending an IEP meeting, in whole or in part, if the parent agrees in writing that the attendance of the member is not necessary because the member's area of the curriculum or related service(s) is not being modified or discussed in the meeting, or when the meeting involves a modification of discussion of the member's area of the curriculum or related services if the parent, in writing, and the public agency agree in writing; and, the member submits in writing to the parent and the IEP team, input into the development of the IEP team prior to the meeting. In such cases, an IEP Team Member Excusal Form shall be completed. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's Welligent, SEIS or SIRAS special education software of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall take appropriate action to assist the parent or guardian in understanding the proceedings during an IEP meeting, including arranging for an interpreter. When CONTRACTOR has a qualified Spanish speaker among its employees, CONTRACTOR will make reasonable efforts to utilize such employees to serve as interpreters during the IEP meetings. LEA will make its periodic parent interpretation training available to CONTRACTOR's staff.

Changes in any LEA 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 LEA student's IEP for the purposes of consideration of a change in the student's placement Subject to CONTRACTOR's right to terminate this Master Contract or an ISA pursuant to Education Code section 56366, subdivision (a)(4) as set forth in Sections 6 and 14, if a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall continue to serve the student pursuant to the student's ISA during the pendency of due process proceedings unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall cooperate with LEA decisions concerning changes in placement.



CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using Welligent, SEIS or SIRAS software or such other software as is designated by the LEA, including the use of MiSiS for nonpublic school sites. LEA shall provide user access and periodic training on any LEA-specified software. When CONTRACTOR is a nonpublic school, CONTRACTOR will collaborate with LEA to ensure compliance of contracted students' IEPs, including administrative support functions. Nonpublic school CONTRACTORS will provide LEA staff access to a workspace, internet access, telephone, printer, fax, and time stamper as necessary to complete IEPs.

33. SURROGATE PARENTS AND FOSTER YOUTH Pursuant to California Government Code section 7579.5, LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

Per California Education Code sections 51225.1 and 51225.3, students who are homeless, in foster care, or involved in the juvenile justice system, who transfer schools after their second year of high school and who cannot reasonably complete all LEA graduation requirements in four (4) years may be eligible to graduate by completing the minimum state graduation requirements per AB 216/167. Within five (5) days of contact by CONTRACTOR, the LEA Secondary Counselor will determine student eligibility for AB 216/167. Once eligibility is established, the LEA Secondary Counselor will provide CONTRACTOR with AB 216 Notification Letter to review with the student and educational rights holder (ERH). CONTRACTOR will forward a copy of the signed AB 216 Notification Letter, indicating acceptance, rejection, or deferral of the exemption, to the LEA Secondary Counselor immediately upon completion for further handling.

34. DUE PROCESS PROCEEDINGS CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations, and hearings, as requested by LEA. The LEA will consult with CONTRACTOR, allowing up to seventy-two (72) hours for response from CONTRACTOR, prior to entering into settlement terms that impact CONTRACTOR's provision of services to student.

35. COMPLAINT PROCEDURES CONTRACTOR shall ensure that the rights of children with disabilities and their parents or guardians are protected in such ways as: (1) prior notice, and consent, (2) access to records, (3) confidentiality, and (4) due process 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 LEA students with appropriate information (including complaint forms) for the following:

1. Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 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



VISION CORE, INC.

5. Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”) and/or FERPA, as applicable.

LEA will investigate and respond to filed Uniform Complaints. Documentation of these procedures for items 2 through 5, above, shall be made available for review by LEA personnel on request. 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.

36. LEA 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 three written progress reports/report cards, per year for elementary students and at least four written progress reports/report cards, per year for secondary students. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and made available upon request of LEA and/or LEA student’s parent(s). CONTRACTOR shall upload a copy of written progress reports/report cards into Welligent, SIRAS or SEIS for LEA students in every grade level prior to the close of each semester or upon LEA student transfer, or no later than three (3) days thereafter.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting, behavior intervention and transition plans, and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be approved separately by the LEA at its sole discretion.

The LEA does not require any specific formal assessment for annual reviews. As a best practice, multiple measures should be used when completing progress reports and report cards. When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum. CONTRACTOR shall use standardized testing within two (2) years of its publication date.

CONTRACTOR shall complete academic assessments and write present levels of performance required for the IEP by teachers, providing resultant academic reports of assessment findings where required, and related services progress reports of LEA students, five (5) school days prior to the LEA student’s annual or triennial review IEP team meeting for the purpose of reporting the LEA student’s present levels of performance at the IEP team meeting as required by IDEA and California Education Code. Nonpublic schools serving LEA students aged fourteen and above shall conduct and complete individual transition plans (ITP). Students requiring a formal transition assessment for ITP development will receive transition assessments in accordance with state and federal laws. Nonpublic schools shall conduct and complete FBAs, where required, as part of their program. Supporting documentation such as academic and/or related service test protocols and data collection shall be made available to LEA upon request. CONTRACTOR



VISION CORE, INC.

shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any academic and/or related service assessments, interviews, or meetings. It is understood that copies of data collection logs shall be made available within forty-eight (48) hours of LEA written request to provide supporting documentation of monthly BII/BID graphs. For nonpublic agency service delivery, CONTRACTOR shall provide a copy of the written progress reports to the school site administrator. Written progress reports shall also be provided to school site administrator and the classroom teacher(s) at least five (5) days in advance of assigned student's Individualized Education Program (IEP). For nonpublic agency services, supervision must be provided by a qualified individual as specified in Title 5 Regulation, subsection 3065.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare and provide to the LEA Secondary Counselor within the Division of Special Education signed cumulative transcripts. CONTRACTOR shall utilize its own grades, report cards, and transcripts from prior schools to maintain a cumulative transcript. CONTRACTOR shall submit student transcripts for all LEA students in grades 9 through 12 inclusive, on LEA approved forms at least once annually or ten (10) business days prior to each student's IEP to the LEA Secondary Counselor within the Division of Special Education, for evaluation of progress toward completion of diploma or certificate of completion requirements. If a LEA student is terminated or transferred to another school or LEA, final transcripts shall be signed in blue ink and emailed to the LEA Secondary Counselor.

38. LEA STUDENT CHANGE OF RESIDENCE Within five (5) business days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence so that such information may be entered in student's Demographics page and, when appropriate, inform the Division of Special Education of the need to electronically withdraw student from LEA jurisdiction, as specified in the "PAR" procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge of the LEA student's change of residence to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision and in the "PAR" procedures, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within five (5) business days when a LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against educational recommendation from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall confirm such report on LEA approved forms and submit within five (5) business days.



40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms, and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students. CONTRACTORS operating NPS/RTC programs shall cooperate with a parent's reasonable request for LEA student to participate in counseling visits in their home or at the NPS/RTC.

CONTRACTOR shall advise parents to obtain prior written authorization for counseling visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate appropriate parent travel and accommodations and providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through documentation in the Welligent Invoicing Module, when applicable.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures using LEA forms shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the student 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 significant problems and/or concerns reported by CONTRACTOR to parents or guardians or from parents or guardians to CONTRACTOR regarding student's instructional program, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.



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42. LICENSED CHILDREN’S INSTITUTIONS If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children’s institution (hereinafter referred to as “LCI/NPS”), CONTRACTOR and LEA shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB40 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility. If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA on a quarterly basis, or upon request, a list of all LEA students, including those identified as eligible for special education. For identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement, grade level and services specified in each student’s IEP at the time of enrollment. If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement at the NPS associated with an LCI is appropriate, and the IEP is signed in consent by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL PROGRAM MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall cooperate with the LEA to fulfill the LEA’s responsibility to satisfy mandates of the State Meal Program under California Education Code sections 49530, 49530.5, and 49550.

44. MONITORING CONTRACTOR shall allow access by LEA without prior notice to its facilities for periodic monitoring of each LEA student’s instructional program and shall be invited to participate in the formal review of each student’s progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, monitor administration of state testing, interview CONTRACTOR, and review each LEA 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.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’s facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the current California standards based 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall participate in a District Validation Review to be conducted one year prior to the CDE Onsite Review and monitoring



VISION CORE, INC.

cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit the "DVR Preparation Worksheet," and conduct any follow-up or corrective actions related to DVR findings that are in violation of Education Code or other legal mandates, when applicable.

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 nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL 45.

CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly by it, or any regular outside service provider (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles County Department of Children's Services), shall not come in contact with LEA students until CDOJ clearance and subsequent arrest notification are obtained and confirmed by the CONTRACTOR. CONTRACTOR shall certify in writing to LEA that none of its employees, volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA 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). Clearance certification for those providers who provide or supervise services billed to the LEA shall be entered into Welligent, SEIS or SIRAS, when appropriate. CONTRACTOR shall submit to LEA a "Staff List and Clearance Form" for all CONTRACTOR's employees, volunteers, subcontractors, transportation providers (i.e., bus, van, or taxi drivers), or any person with regular student contact employed directly or indirectly without a Welligent, SEIS or SIRAS provider account containing this information. CONTRACTOR shall provide an updated "Staff List and Clearance Form" whenever there is a change in personnel covered by the document. In addition, notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of CONTRACTOR. CONTRACTOR is required to retain the evidence on site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest



VISION CORE, INC.

notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

Any CONTRACTOR that operates a program outside of this State shall also comply with the legal requirements of the applicable State where the program is located for mandated background checks and clearance requirements in order to have direct contact with children.

Per California Health and Safety Code section 1596.7995, CONTRACTORS shall not allow a person to be employed or volunteer at a day care center, preschool, or extended day facility, who has not been immunized against influenza, pertussis, and measles. Each employee and volunteer shall obtain an influenza vaccination between August 1 and December 1 of each year. A person is exempt from this requirement of this section only if the person submits a written declaration that he or she had declined the Influenza vaccination.

46. 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 license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064, and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher holds a valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)). The authorizations of the classroom teacher's credential(s) must align with the eligibilities of all of the students served within the classroom. Any misalignment shall require an IEP team meeting decision as to whether or not the classroom is appropriate to meet the needs of the applicable student(s). CONTRACTOR shall be responsible for the costs of providing compensatory hours awarded to student resulting from teacher credential misalignment.

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. 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 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)



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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 LEA student shall be certified or licensed by that state to provide 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.).

47. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

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. Welligent, SIRAS or SEIS user accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR's administrator or administrative designee.

CONTRACTOR shall upload in Welligent, SIRAS or SEIS all staff information required to document that CONTRACTOR's staff members are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications, or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a Register of Daily Attendance or Monthly Service Log signed by a staff member whose Welligent, SIRAS or SEIS user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) business days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as required. CONTRACTOR shall notify LEA within forty-five (45) business 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 during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff within forty-five (45) business days may result in suspension or termination of this Master Contract by the LEA or the CDE may suspend or revoke CONTRACTOR'S certification.

Any nonpublic agency per diem Speech and Language or Occupational Therapy service provider must hold a license or credential that does not require supervision by another professional. As



VISION CORE, INC.

such, Speech-Language Pathology Assistant (SLPA) or Occupational Therapy Assistant (COTA) licenses are not sufficient for provision of per diem services and any per diem services provided by holders of such licenses shall not be payable as part of this Master Contract.

When CONTRACTOR is a nonpublic school, providers with Speech-Language Pathology Assistant (SLPA) and/or Occupational Therapy Assistant (COTA) licenses shall document service provision in Welligent, SIRAS or SEIS using their own provider Welligent, SIRAS or SEIS account(s).

48. 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 LEA documentation of substitute coverage using the Welligent Classroom Management and Attendance Module. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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) 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.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local and LEA laws, regulations, ordinances, and policies 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 ensure it receives and maintains documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA 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. In addition,



VISION CORE, INC.

contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students. CONTRACTOR shall comply with immunization requirements in accordance with California Health and Safety Code section, Division 105, Part 2, Chapter 1, sections 120325-120380 and the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 8, sections 6000-6075. Pursuant to the requirements of the Drug Free Workplace, U.S. Code, Title 41, Section 701, CONTRACTOR will provide a drug free workplace.

50. FACILITIES AND FACILITIES MODIFICATIONS

The CONTRACTOR will meet the requirements established by or under authority of the laws of the state and applicable city, and/or county ordinances. This includes but is not limited to procurement of the applicable business tax licenses, building permits and health and safety clearances. When CONTRACTOR is a nonpublic school or a nonpublic agency with its own facility, it shall ensure that environmental health, sanitation and other building features are not detrimental to the health and safety of the students and staff. CONTRACTOR shall provide special education and/or related services to LEA 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. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. The NPS has emergency disaster drills and written procedures for emergency operations (e.g., earthquake, fire). The NPS will maintain a file or notebook documenting these procedures that shall be made available for review by LEA personnel on request.

CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations and ordinances. Failure to notify the LEA and CDE of any significant structural changes that would directly impact LEA student(s), major modification, or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION CONTRACTOR shall comply with the requirements of California Education Code section 49423 and California Code of Regulations when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to the 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 LEA 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 LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of



VISION CORE, INC.

medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR shall ensure 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, BEHAVIOR EMERGENCY REPORT

CONTRACTOR shall electronically submit within twenty-four (24) hours, accident and/or incident reports to the assigned LEA representative. CONTRACTOR shall properly submit required accident and/or incident reports. CONTRACTOR shall properly submit required behavioral emergency reports that pertain to incidents involving the use of physical intervention strategies within twenty-four (24) hours to the designated LEA personnel.

53. CHILD ABUSE REPORTING CONTRACTOR shall 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 sections 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. However, CONTRACTOR shall supply the report number to LEA upon request. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

54. INVESTIGATION OF INCIDENTS OR ALLEGATIONS OF MISCONDUCT

When credible allegations of misconduct, including but not limited to verbal or physical abuse, arise that directly or indirectly threaten or harm LEA students, CONTRACTOR must take appropriate and timely administrative action. Where credible allegations of misconduct are made against CONTRACTOR's personnel, including volunteers, CONTRACTOR will immediately place the individual on leave and deny him or her access to LEA students until such time as the allegations of misconduct are investigated and the individual is cleared of any wrongdoing. If the credible allegations involve a subcontractor, independent contractor or other individual not directly employed with or by CONTRACTOR, CONTRACTOR will immediately cease using the service of that individual and deny the individual access to CONTRACTOR's facility until such time as the allegations of misconduct are investigated and, as a result of the investigation findings, the individual is cleared of any wrong doing.

When there are credible allegations that CONTRACTOR's personnel has been involved in misconduct that requires CONTRACTOR to make a legally mandated report to law enforcement by phone, in writing, or in person, the administrator/designee for the CONTRACTOR must inquire as to whether or not conducting an administrative investigation would interfere with their investigation. CONTRACTOR will cooperate with the investigating agency. If law enforcement is not involved, or if a law enforcement agency grants clearance for a concurrent investigation, the administrator/designee for the CONTRACTOR needs to proceed with an administrative investigation, to be completed within thirty (30) working days. CONTRACTOR shall supply the



VISION CORE, INC.

Department of Children and Family Services (“DCFS”) or police report number or badge number to LEA upon request.

The CONTRACTOR will be responsible for conducting a comprehensive investigation into any credible misconduct allegations before clearing an individual to return to work. LEA must make available to CONTRACTOR all data and access to interview staff relevant to completing a comprehensive investigation. The level of investigation shall be commensurate with the nature and/or complexity of the allegations. If the credible allegations involve sexual molestation/abuse, including as defined by California Penal Code sections 11165.1, 11165.2, 11165.3, 11165.4, 11165.5 and/or 11165.6, CONTRACTOR shall, at its expense, retain the services of an independent investigative agency to timely investigate the allegations of misconduct and provide a written report of findings to CONTRACTOR. CONTRACTOR must select an investigative agency from a list of pre-approved investigators or agencies as provided by the LEA. In the event that a pre-approved list is unavailable, CONTRACTOR must provide the LEA with a list of one or more prospective investigative agencies and obtain the LEA’s approval before proceeding with retention of the investigative agency to conduct an investigation.

The Guidelines for Conducting an Administrative Investigation shall include, but not be limited to, the following:

- a. Have a clear understanding of the allegation before commencing the investigation.
- b. Ask clarifying questions and get details about the incident.
- c. Identify potential witnesses and alleged victims in the case.
- d. Identify the alleged suspect(s). Interview the alleged suspect(s) last.
- e. Gather all relevant information.
- f. Have potential witnesses and alleged victims write a statement describing specific details of the incident. Be sure to have them write their full name and date on the statement. If the potential witness or alleged victim is unable to write, have them dictate their statement.
- g. Prepare a report outlining the findings of the administrative investigation.

Once CONTRACTOR and LEA have received and evaluated the investigative findings, CONTRACTOR must advise LEA in writing of its intention to reinstate or terminate the individual or resume utilizing the services of the subcontractor or independent contractor.

55. SEXUAL HARASSMENT AND ANTI-HARASSMENT/DISCRIMINATION

CONTRACTOR and LEA 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. CONTRACTOR shall have a written Employee-to-Student Sexual Abuse and Related Investigation and Notification Policy and will provide a copy to LEA upon request pursuant to Government Code 12950.1.



VISION CORE, INC.

CONTRACTOR and LEA shall have an anti-harassment and nondiscrimination policy that clearly prohibits and describes the kinds of conduct that constitutes sexual and gender identity harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by , 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 and other 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.

LEA and CONTRACTOR are committed to the provision and enforcement of a safe and discrimination free workplace, including harassment and retaliation, in accordance with federal and state laws, rules, and regulations. LEA and CONTRACTOR have responsibilities to prohibit their staff from engaging in any behaviors would create an intimidating, hostile, or offensive work environment, and to protect individuals from retaliation for reporting, testifying, investigating, or disciplining those involved in practices in violation of federal and state equal employment and opportunity laws.

56. REPORTING OF MISSING CHILDREN CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

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

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student.

CONTRACTOR shall use the codes and rates as delineated in Section 62 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation. CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing.

CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and will be governed by all applicable federal and state laws.

LAUSD SCHOOLS:

CONTRACTOR shall maintain separate registers for the basic education program, using the LEA's Welligent Classroom Management and Attendance module, when applicable. Student attendance shall be taken by the classroom teacher on at least a daily basis. Each related service, and services provided by AAs, behavior intervention aides and bus aides shall be recorded using the LEA's Welligent Service Tracking software module within five (5) school days of the scheduled event. In addition, NPS/RTCs, shall record separately Psychological Services (ERICS)



VISION CORE, INC.

and Room and Board also using the District's Welligent Service Tracking software module within five (5) school days of the scheduled event, when applicable.

Service tracking documentation shall be completed within five (5) school days of the scheduled event and service tracking session notes shall meet LEA standards for documenting services (i.e., listed on student's current IEP; relevant to the IEP goal; includes a brief description of the activity and an outcome statement; includes an objective measure of the student's progress toward the IEP goal and/or a reflection by the provider that is demonstrative of professional judgment specific to his/her own discipline; is consistent with professional standards established for each discipline. These standards are typically set by state and national licensing boards). Effective August 1, 2019, documentation of Behavior Intervention Implementation (BII) services shall, in lieu of the service tracking session notes requirement stipulated above, consist of collected graphed data regarding student performance and response to intervention that is to be uploaded by CONTRACTOR no later than the date of submission of the hard copy of the invoice reflecting service provision. In order for services to be payable, graphed data shall be individualized and reflect daily student performance measures aligned to student IEP goal(s). Weekly graphed and/or raw data sheets pertaining to BII services shall be provided within forty-eight (48) hours of LEA request. In lieu of a narrative, the requisite "Session Results/Measurable Outcome" component of Behavior Implementation Development (BID) provider service tracking session notes shall be recorded via the above referenced graphed data. BII and BID service tracking session notes shall be maintained in accordance with issued LEA procedures. After the CONTRACTOR has been granted complete access to LEA student in Welligent, Welligent Service Tracking records will be locked ten (10) school days following the provision of services. If the CONTRACTOR does not have complete access to LEA student in Welligent, CONTRACTOR has 10 days after receipt of access to Welligent to complete Service Tracking records. No changes to the records shall be allowed after this period. No payment shall be made for any Service Tracking records that have not been properly entered within this timeline.

In order to be payable, designated instruction and related services shall be recorded in service tracking sessions in no less than fifteen (15) minute increments. A sixty-minute session of related services provision constitutes an hour of service delivery. The time required for providers' documentation of service tracking recording and entering session notes into Welligent is not to be incorporated within this hour. Behavior Intervention Implementation (BII) provider break times that do not include student supervision duties and lasting thirty (30) minutes or more shall be recorded within the service tracking session in which the break time occurred as non-billable time and shall not be payable. LEA shall not reimburse mileage for NPA employee. NPA Behavior Implementation Development (BID) collaborative services shall be provided onsite for a minimum of fifty (50%) percent of the student's service prescription, as per approved ISA, on a monthly basis, as measured by providers' "Place of Service" designation in service tracking records. A supervisor of the providers of designated instruction and related services or an administrator shall utilize Welligent 30-day services reports at least weekly to monitor that services are delivered and documented appropriately. Original attendance documentation (i.e., Registers of Daily Attendance ("RDA") for the basic education program, service tracking documents, and notes for BIIs and other related services) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review,



VISION CORE, INC.

inspection, or audit by LEA during the effective period of this contract and for a period of seven (7) years thereafter. Original attendance documentation (i.e., service tracking documents) for AAs and bus aides shall be completed by a site administrator; service tracking session notes are not required and Multiple Service Logs (“MSLs”) for these two types of providers are not required to be submitted for payment. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment. The names of all classroom staff, including assistants, shall be recorded and maintained by CONTRACTOR in the Class Staffing tab in Welligent’s Classroom Management module.

INVOICES:

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education for related services were provided. Invoices and related documents shall be properly submitted electronically, with minimal invoice exceptions, using the LEA’s Welligent, SIRAS or SEIS software and, in addition, on a LEA form in the manner prescribed by LEA. Payment timelines begin upon receipt by the LEA of the electronic and hard copy of the invoice and accompanying documents.

Initial invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. Should the CONTRACTOR be unable to complete all billing requirements within the 30 days as required, an “Invoice Timeline Extension” request must be submitted for LEA approval. 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 invoices prepared and submitted as specified in California Education Code section 56366.5. Upon receipt of prior approval by the LEA of a completed “Invoice Timeline Extension,” CONTRACTOR shall correct deficiencies and submit rebilling/retroactive billing/supplemental billing invoices no later than thirty (30) days after the invoice is returned by LEA or the payment is received by the CONTRACTOR. Rebills/retroactive billing/supplemental billing invoices shall not be submitted in order for the CONTRACTOR to bill for additional services that were not originally documented in accordance with timelines established in this Contract, provided that the CONTRACTOR had been granted access to LEA student in Welligent, SEIS or SIRAS. CONTRACTOR may request consideration of approval for an exception(s) to the above. LEA shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA. Any rebilled invoices in the amount of less than fifty (50) dollars will be paid, if owed, and will be consolidated in a subsequent invoice payment.

In no case shall initial payment claim submission or initial rebilling/retroactive billing/supplemental billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. However, if CONTRACTOR properly requested access to student file within timelines and was not provided access by LEA to student(s) file in Welligent, SIRAS or SEIS, or if CONTRACTOR correctly submitted the ISA within designated timelines but LEA did not approve said ISA(s), these timelines will be extended upon submission and approval of an “Invoice Timeline Extension” request. Late invoices shall not be processed by LEA without an approved timeline extension request.



VISION CORE, INC.

Payments/warrants issued to CONTRACTOR that have been returned by the bank as stale dated shall not be reissued by LEA. CONTRACTOR may request consideration of approval for an exception(s) to the above. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid. Exceptions to the above must be requested in writing and approved by the Division of Special Education.

58. 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 was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) 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) school days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A"; (i) service tracking documentation does not meet professional standards as described in Section six of this contract; or (j) the invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in Section twenty-one of this contract, will be recouped from the CONTRACTOR in a subsequent invoice.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of this 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 first paragraph of this Section are as follows: (a) the billable amount of the service CONTRACTOR failed to perform or failed to document properly and completely; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of 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 LEA student. LEA may withhold or deny payment of any costs submitted to LEA on the



VISION CORE, INC.

basis of CONTRACTOR's failure to provide documentation of required training as set forth in this Master Contract or CONTRACTOR's failure to deliver required services and/or from missing/incomplete or improper documentation of such services, as described below. After the CONTRACTOR has been granted complete access to LEA student in Welligent, Welligent Service Tracking records will be locked ten (10) school days following the provision of services. If the CONTRACTOR does not have complete access to LEA student in Welligent, CONTRACTOR has 10 days after receipt of access to Welligent to complete Service Tracking records. No changes to the records will be allowed after this period. No payment shall be made for any Service Tracking records that have not been properly entered within this timeline.

In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA (with the exception of parent or student refusal), the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services by CONTRACTOR while student was served by the nonpublic school or agency, regardless of whether awarded to student through a LEA IEP, due process agreement, or CDE Required Corrective Action. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate. Completion of such compensatory services shall be documented in the appropriate Service Tracking module, 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 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 rebut LEA's bases for withholding, correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to respond to or to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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 thirty (30) business days. After sixty (60) business days: disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2). This shall be the final LEA determination regarding the withholding of payment. If CONTRACTOR is dissatisfied with the LEA determination, CONTRACTOR may appeal the dispute in accordance with applicable administrative procedures or seek declaratory relief subject to any claims presentation requirement.

59. 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 LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other



VISION CORE, INC.

agency for the costs associated with the provision of special education and/or related services to LEA students.

60. 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 using the Welligent Classroom Management and Attendance Module, when applicable. 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 documentation and follow delineated allowable and non-allowable "make-up" parameters. "Make-up" services shall be provided by a qualified service provider within thirty (30) days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP. The duration of the make-up session shall equal the duration of the missed session being made up; make-up sessions may not be spread out over multiple sessions.

NONPUBLIC SCHOOL STUDENT ABSENCE If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence. Criteria for a billable day for payment purposes is one 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. Nonpublic agency Per Diem rates for LEA 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 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 substitute as defined in Section seven of this agreement. If a qualified substitute is not available, LEA will provide appropriate coverage. 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) days from the date on which the services should have been provided. The duration of the make-up session shall equal the duration of the missed session being made up; make-up sessions may not be spread out over multiple sessions.



VISION CORE, INC.

In the event of provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make-up. 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. If CONTRACTOR is a nonpublic agency providing nursing services, in the event of provider absence for nursing services provided at school site, CONTRACTOR shall provide a qualified substitute as defined in Section seven of this agreement. The CONTRACTOR shall notify District Nursing Services in advance of the absence of regular provider, when applicable.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth (5) consecutive service day of the student’s absence or refusal of services. Unless otherwise stipulated in the LEA student’s IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for make-up services. In the event services were not provided, reasons for why the services were not provided shall be included. If CONTRACTOR is a nonpublic agency providing nursing services, in the event of refusal or termination of services initiated by parent, the agency shall notify District Nursing Services in writing, to include the reason for refusal or termination of service.

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, programs 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: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through Adult Assistance (herein after referred to as “AA”), behavior intervention aides, and bus aides; LEA-provided sign in/out sheets for providers on LEA campuses; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures related to LEA students; 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.



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Records shared by CONTRACTOR with LEA shall be audit-ready, accurate and thorough. 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 reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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 overbilling 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 overbilling 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. CONTRACTOR may appeal the dispute to the degree appeal is afforded by law.

62. RATE SCHEDULE The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract, based upon CDE certification capacity and current LEA need. It may also limit the maximum number of contracted LEA students that can be provided specific services. CONTRACTOR shall adhere to contractual LEA student capacity limitations; requests to LEA for any capacity increases shall be submitted in advance of exceeding the contractual capacity. Any amended rate schedule issued by the LEA throughout the Contract year shall serve as an addendum to the Contract and replace the rate schedule that was previously issued. 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, attached hereto. Group services may be billed for all scheduled and present students provided a minimum of two LEA students were present and served in the group service and Service Tracking groups have been established in advance. The maximum student group size for Additional Adult Assistance and Bus Assistant is four (4) LEA students. The maximum student group size for all other DIS or related services is six (6) LEA students, unless otherwise stipulated in CONTRACTOR's rate page ("Exhibit A"). Payment shall not be made for provision of DIS or related services to LEA group members who exceed allowable group sizes. Service tracking groups shall consist of delivery of one related service only.



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Students who are eligible for differing related services shall not be served within a combined group; any services provided within combined groups will not be payable. If the provider cancels the group session and reschedules the session as an individual session for the applicable student, the LEA shall pay the individual rate, as per CONTRACTOR's rate schedule, for the one present student. Absent students may not be rescheduled or rebilled. Absences and make-up sessions shall be electronically documented, using appropriate session codes, and following delineated allowable and non-allowable "make-up" parameters.

When CONTRACTOR is a nonpublic agency providing Per Diem Services of Occupational Therapy, Language and Speech, or Physical Therapy, payment shall be for a minimum of six (6) hours of direct service and a maximum of two (2) hours of indirect service. Services for less than an eight (8) hour day, including ESY, shall be prorated. School site and caseload assignments and adjustments are made at the sole discretion of the LEA. If a per diem service provider leaves an assignment within the LEA and/or resigns prior to completing the contract year of service, the nonpublic agency shall be financially responsible for the service provider's time spent in LEA training. When CONTRACTOR is a nonpublic agency providing Per Diem Services of Behavior Intervention services, payment shall be for a minimum of six (6) hours of services; service provision less than a six (6) hour day, including Extended School Year ("ESY"), shall be prorated.

When CONTRACTOR is a nonpublic agency providing Per Diem Services of nursing services, payment shall be for a minimum of six (6) hours and a maximum of eight (8) hours of service per day; service provision less than a six (6) hour day or in excess of an eight (8) hour day, including ESY, shall be paid at a different hourly rate. All NPA Nursing contractual service hours will commence at student's bus pick-up time and terminate at bus drop-off time, if student utilizes school transportation. If student does not utilize bus transportation, nursing provider shall observe regular school hours, unless alternate hours specific to student's needs are required.

Services provided to students during ESY are payable as one month total. [For example, an ESY session (20 days) that is provided during the month of June and July will be payable as one month for the total ESY session.] Additionally, when the LEA RSY calendar days contain a partial month (e.g., June), the total minutes of services delivered to students, and corresponding designated minutes on students' ISAs, will be prorated, with the exception of when services are indicated as "one time per month" on student's IEP. Payment for Basic Education ("BE") is based on positive attendance only (RSY: up to 180 days maximum/ESY: up to 20 days maximum). If LEA receives reimbursement from the state for a school closure due to a natural disaster or unavoidable crisis events, the LEA will pay CONTRACTOR for their regularly scheduled services if the CONTRACTOR has not made up those day(s). CONTRACTOR shall bill all transportation services from the flat per diem rate. If parent/guardian and CONTRACTOR agree that parent will provide transportation and be reimbursed, an agreement will be kept on file by the CONTRACTOR and made available to LEA upon request. In the event that a parent transports a student from home to school, CONTRACTOR shall pay parent transportation reimbursement at the LEA reimbursement rate of fifty-six cents (\$0.56) per mile for up to one round trip from home to school from the per diem transportation rate. Parent/guardian must be notified on days that student refuses transportation. When CONTRACTOR is a nonpublic



VISION CORE, INC.

school, payment for related services may only occur on days of positive student attendance at the NPS. It is understood that the BE rate consists of one special education teacher in the classroom.

When CONTRACTOR is a nonpublic school associated with a residential treatment center (NPS/RTC), Psychological Services/Educationally Related Intensive Counseling Services (ERICS) are provided in an intensive, educationally related residential setting. Services include social emotional, behavior support, as appropriate. Services are available twenty-four (24) hours each day the program is open. It is a collaborative model where supports and services are provided by educational professionals and related service providers. Psychological Service (ERICS) and Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of ten (10) days payment per student, per contract year, when a bed is unoccupied, for home visits of a counseling nature. When a student for whom LEA is paying room and board has been absent for more than ten days from the NPS/RTC, CONTRACTOR shall request an IEP team meeting from LEA to determine the appropriateness of placement.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- a. The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency, and
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Magnolia Public Schools

CONTRACTOR: VISION CORE, INC.

President, Board of Education

Date

Contractor Signature

Date