



Board Agenda Item #	III D: Action Item
Date:	January 21, 2021
To:	MPS Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Name: Erdinc Acar, CAO; Artis M. Callaham, Dir. SPED and Support
RE: Special Education Services	Non-Public Agency Approval for BII Support

Proposed Board Motion

I move that the board approve the MOU between Magnolia Public Schools and Inclusive Education and Community Partnership, a Non-Public Agency.

Introduction

- **What services are being provided?**
BII – Behavioral Intervention Instruction / BID – Behavioral Intervention Development
- **Why is this contract/service needed?**
Resulting from a Due Process Case between LAUSD and the Parent. MSA 6 is being included now that the student attends our school.
- **Is this a school or organization wide implementation?**
Schoolwide Implementation

Background

- An MSA 6 family enrolled for the 20-21 school year with a pending Due Process Case with LAUSD. As a part of the resolution agreement, the parent and student are entitled to BII and BID services from this vendor until the services are no longer necessary to assist the student in accessing the general education curriculum.
- Parents feel the student will not be successful in school without the services of this particular agency.
- MSA 6 SPED Team participated in an alternative resolution meeting in an attempt to reach an agreement in lieu of formal mediation. This resulted in LAUSD covering 70% of the settlement costs. LAUSD is going to reimburse MPS/MSA6 for any assessments requested in this settlement. LAUSD is paying for 70% of all compensatory services rendered to this student.
- History of the project (Not Applicable)

Analysis (If applicable)

- Were RFPs done? N/A
- What negotiations were made? N/A
- What is the research/comparison data? N/A

Budget Implications

The approval of this item will cost MPS – MSA 6 \$ 28,215.00 for the school year.

Exhibits (attachments):

- Non-Public Agency Master Contract

Nonpublic, Nonsectarian
School/Agency Services

Master Contract

2020-2021

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Magnolia Science Academy - 6

Contract Year 2020-2021 (January 11th
2021 – June 10th, 2021)

 Nonpublic School
XX Nonpublic Agency

Type of Contract:

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

XX Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

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

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LOCAL EDUCATION AGENCY: Magnolia Science Academy - 6

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Exclusive Education and Community Partnership

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on January 8, 2021, between Magnolia Science Academy - 6, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Inclusive Education and Community Partnership (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP.

Upon acceptance of a student, LEA shall submit to Inclusive Education and Community Partnership an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge Inclusive Education and Community Partnership obligation to provide all services specified in the student's Individualized Service Plan. The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall enter into an ISA for each student served by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with 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 student's parent.

2. CERTIFICATION AND LICENSES

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. 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, section 56366 *et seq* and within the

professional scope of practice of each provider's license, certification and/or credential. A current copy of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP'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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a licensed children's institution (hereinafter referred to as "LCI"), INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP operates a program outside of this State, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, unless otherwise agreed, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from January 11th, 2021 to June 10, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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 re-negotiated prior to June 10, 2021. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is at the sole discretion of the LEA.

The provisions of this Master Contract apply to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and any of its employees or independent Inclusive Education and Community Partnership. Notice of any change in INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement 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.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA for so long as INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP, shall continue to be bound to all of the terms and

conditions of the most recent executed ISAs between INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA for so long as INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is servicing authorized students.

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 (r)).

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. “Parent” means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the 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 student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain a current list of the names and positions of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's employees who have access to confidential records. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP having a legitimate educational interest in requesting or receiving information from the record. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP" do not include sub Inclusive Education and Community Partnership. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's successors and assignees. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide to LEA any and all documents INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

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

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

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

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

- F. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and its Board Members, administrators, employees, agents, attorneys, and Inclusive Education and Community Partnership (“INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, Inclusive Education and Community Partnership or anyone employed directly or indirectly by it (excluding INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and/or any INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide all services under this Agreement as an independent Inclusive Education and Community Partnership, 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, 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

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

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

As an alternative to the LEA's forms, a Inclusive Education and Community Partnership'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 may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all Inclusive Education and Community Partnership must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's facility if the attorney or advocate is employed or contracted by the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP, or will receive a benefit from the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP, or otherwise has a conflict of interest.

Unless INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA otherwise agree in writing, LEA shall neither execute an ISA with INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP to the student without prior written authorization by LEA. This paragraph shall apply to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP agrees, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP may provide an IEE.

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a Nonpublic Agency, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a NPS, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not accept a student if it cannot provide or ensure the provision of the

services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall notify LEA if provision of services cease.

Unless otherwise agreed to between INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

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 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP serves students in grades nine through twelve inclusive, LEA shall provide to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP a specific list of the course requirements to be satisfied by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP leading toward graduation or completion of LEA's diploma requirements. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic agency and/or related services provider, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school, the total number of instructional minutes per school day provided by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by INCLUSIVE EDUCATION AND

COMMUNITY PARTNERSHIP shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP.

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

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

26. DATA REPORTING

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall agree to provide to the LEA all data related to student information and billing information with LEA. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school, per implementation of Senate Bill 484, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP by the LEA shall be tested by qualified staff of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP in accordance with that accountability program. LEA shall provide test administration training to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP'S qualified staff. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the 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. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child'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.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the 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) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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 student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting

is part of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's professional responsibility and is not a billable service under this Master Contract.

It is understood that the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP believes the student requires a change of placement, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health

Insurance Portability and Accountability Act (“HIPAA”). INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS becomes aware of a student's change of residence, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall notify parents in writing of their obligation to notify INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS of the student's change of residence. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall maintain, and provide upon request by LEA, documentation of such notice to parents.

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with any known court orders regarding parental visits and access to LEA students.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall require that parents obtain prior written authorization for therapeutic visits from the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS and the LEA at least thirty (30) days in advance. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including

written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP AND RESIDENTIAL TREATMENT CENTER ("RTC") INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is a licensed children's institution (hereinafter referred to as "LCI"), INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with 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 student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated

instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is a nonpublic school, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall allow LEA representatives access to its facilities for periodic monitoring of each 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 student at work, observe the instructional setting, interview INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's site administrative office. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall be invited to participate in the review of each student's progress.

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall conduct any follow-up or corrective action procedures related to review findings.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is a nonpublic school, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's employees and volunteers who will have or likely may have any direct contact with LEA students. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS hereby agrees that INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall certify in writing to LEA that none of its employees, and volunteers, unless INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS determines that the volunteers will have no direct contact with students, or sub Inclusive Education and Community Partnership who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall ensure that all individuals employed, contracted, and/or otherwise hired by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. CALSTRS RETIREMENT REPORTING

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall identify to the LEA any employee (or the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS, if the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

Education and Community Partnership and/or volunteers prior to such individuals starting to work with any student.

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

48. STAFF ABSENCE

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

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

It is understood that all employees, sub Inclusive Education and Community Partnership, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS.

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's employees and volunteers for tuberculosis. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS of such compliance before an individual comes in contact with a student.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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.

51. FACILITIES AND FACILITIES MODIFICATIONS

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS is a nonpublic school, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall conduct fire drills as required by Title 5 California Code of Regulations section 550. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall be responsible for any structural changes and/or modifications to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with the requirements of California Education Code section 49423 when INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS serves a student that is required to take prescription and/or over-the-counter medication during the school day. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS permission to administer medication(s) as specified in the physician's statement. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall maintain, and provide to LEA upon request, copies of such written statements. INCLUSIVE EDUCATION AND COMMUNITY

PARTNERSHIPS shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's employee who administered the medication. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS maintains full responsibility for assuring 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.

53. INCIDENT/ACCIDENT REPORTING

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall submit within 24 hours, electronically, any accident or incident report to the LEA. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS'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. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

In the event services were not provided, rationale for why the services were not provided shall be included. Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS at no additional charge for such training.

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

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

no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS, LEA shall, within ten (10) business days of this determination, provide to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's written request

showing good cause, LEA shall extend INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS believes that payment should not be withheld, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS's notice, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS may invoke the following escalation policy.

After forty-five (45) business days: The INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS 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).

59. PAYMENT FROM OUTSIDE AGENCIES

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall notify the LEA of such absence as specified in the LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

When INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic agency and INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's service provider is absent, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP remains open during an emergency and serves students appropriately as delineated in the ISA, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

- c. LEA and NPS School Closure- On days the LEA is funded, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall notify the LEAs it serves of any lost instructional minutes. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

62. INSPECTION AND AUDIT

The INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall make available to LEA all budgetary information including operating budgets submitted by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP to LEA for the relevant contract period being audited.

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

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall obtain from its sub Inclusive Education and Community Partnership 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 INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP owes LEA monies as a result of INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP's over billing or failure to perform,

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

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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.

64. DEBARMENT CERTIFICATION

By signing this agreement, the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP certifies that:

- (a) The INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP 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.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 8th day of January, 2021 and terminates at 5:00 P.M. on June 10, 2021, unless sooner terminated as provided herein.

INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP

LEA

Inclusive Education and Community Partnership
Nonpublic School/Agency

Magnolia Science Academy – 6
LEA Name

By: _____
Signature Date

By: alfredo Rubalcava 1/12/2021
Signature Date

Dennis Carter, Director
Name and Title of Authorized Representative

Alfredo Rubalcava, CEO
Name and Title of Authorized Representative

Notices to INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP shall be addressed to: Rick Clemens, Director/ <u>Dennis Carter Director</u>	Notices to LEA shall be addressed to: John Terzi, Principal
Name and Title Inclusive Education and Community Partnership	Name and Title Magnolia Science Academy, 6
Nonpublic School/Agency/Related Service Provider 2323 Roosevelt Blvd., Suite #3	LEA 3754 Dunn Drive
Address Oxnard, CA 93035	Address Los Angeles, CA 90034
City State Zip 805-985-4808	City State Zip 310-570-8616
Phone Fax rickclemens@aol.com/ <u>Dennisec@iecp.us</u>	Phone Fax jterzi@magnoliapublicschools.org
Email	Email

Additional LEA Notification
(Required if completed)
Lesia Nwankwo (AP for invoices)

Name and Title 250 E. First St. 15 th floor
Address Los Angeles CA 90012
City State Zip 213-628-3634 Ext.117
Phone Fax lnwankwo@magnoliapublicschools.org

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP: _____

The INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1

Maximum Contract Amount: \$28,215.00

Education service(s) offered by the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
DAILY RATE: _____

- 3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____

Social Work Services (525)			
Psychological Services (530)			
Behavior Intervention Services (535)			
Specialized Services for Low Incidence Disabilities (610)			
Specialized Deaf and Hard of Hearing (710)			
Interpreter Services (715)			
Audiological Services (720)			
Specialized Vision Services (725)			
Orientation and Mobility (730)			
Specialized Orthopedic Services (740)			
Reader Services (745)			
Transcription Services (755)			
Recreation Services, Including Therapeutic (760)			
College Awareness (820)			
Work Experience Education (850)			
Job Coaching (855)			
Mentoring (860)			
Travel Training (870)			
Other Transition Services (890)			
Other (900)	Beh. Intervention Instruction	55.00	97 days X 5.0 hours
Other (900)	<u>Behavior Intervention Development</u>	55.00	<u>4 hours monthly 7 months</u>

EXHIBIT B: 2020-2021 ISA EXHIBIT B IS NOT APPLICABLE

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 01/08/2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 10, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Magnolia Science Academy-6 Nonpublic Agency Inclusive Education and Community Partnership

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of mins in the instructional day will be: _____ during regular school year
_____ N/A during extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during regular school year
_____ N/A during extended school year
3. Educational services as specified in the IEP shall be provided by the INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIPS and paid at the rates specified below.

A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: N/A

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)	NPA		NPA	5 Hours Daily	\$55	97X5	26,675
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Supervision			NPA	4 Hrs Month	\$55	28	1540
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \$28,215

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments: _____
5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____
6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-INCLUSIVE EDUCATION AND COMMUNITY PARTNERSHIP-

Inclusive Education
(Name of Nonpublic School/Agency)

(Signature)

(Date)

Dennis Carter Director Business
(Name and Title)

-LEA/SELPA-

Magnolia Science Academy-6
(Name of LEA/SELPA)

alfredo Rubalcava
(Signature)

1/12/2021
(Date)

Alfredo Rubalcava CEO and Superintendent of MPS
(Name of Superintendent or Authorized Designee)



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: 1/21/2021

RE: Non-Public Agency Approval for BII Support

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in black ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

1/21/2021

Date

A handwritten signature in black ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

1/21/2021

Date