El Camino Real Charter High School

Finance Committee Meeting

Date and Time

Tuesday June 23, 2026 at 11:00 AM PDT

Location

El Camino Real Charter High School - Classroom A206

5440 Valley Circle Woodland Hills CA 91367

15892 Standish Lane, Huntington Beach, CA 92647

Meeting can also be seen and heard at:

North Campus - 7401 Shoup Ave. West Hills CA 91307

The Finance and Investment Committee is a standing committee of the Board of Directors of El Camino Real Alliance.

For committee meeting materials, please go to the school's main office, or call (818) 595-7500. Some board meeting materials are also posted in the school's website (https://ecrchs.net - click the ECR Board tab).

ATTENTION:

WE HAVE RETURNED TO "IN-PERSON" FINANCE AND INVESTMENT COMMITTEE MEETINGS.

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND OTHER MEETING ATTENDEES:

El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public.

Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.

2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Public Comments."

"Public Comments" is set aside for members of the audience to raise issues that are not specifically on the agenda.

However, due to public meeting laws, the Board can only listen to your issue, not respond or take action.

These presentations are limited to ***two (2) minutes*** and total time allotted to non-agenda items will not exceed thirty (30) minutes. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak.

The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify the item(s) on your "Request to Speak" form and you will be given an opportunity to speak for up to three (3) minutes before the item is addressed, and total time allocated to agenda items will not exceed six (6) minutes for a Discussion item and nine (9) minutes per Vote item.

A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak, and the total allocated time shall be appropriately increased as well.

4. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth. In order to maintain allotted time limits, the Board Chair may modify speaker time allocations or the total amount of allotted time for an item.

5. Any public records relating to an agenda item for an Open Session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

IMPORTANT NOTE REGARDING PUBLIC COMMENTS:

Effective September 2022, public comments presentations at all ECRA Regular and Special Board Meetings and Committee Meetings must be made in person.

There is no obligation on the part of the school to have a school official read public comments during in-person Board Meetings.

A member of the public is welcome to appear at the Board meeting to make a public comment or make arrangements with another person in attendance to speak on the person's behalf.

Consent Agenda: All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion or more motions in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board vote(s) on the Consent Agenda item(s). The Executive Director recommends approval of all consent agenda items.

In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to David Hussey, in person, by email at comment@ecrchs.net, or by calling (818) 595-7500.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**11:00 AM**
	Opening Items			
A.	Call the Meeting to Order		Alexandra Ramirez	1 m
B.	Record Attendance and Guests		Vania Rodriguez	1 m
C.	Pledge of Allegiance to the United States of America (USA) Mr. Hussey will lead meeting participants in the Pledge of Allegiance to the United States of America (USA).		David Hussey	1 m
D.	Public Comments	Discuss	Alexandra Ramirez	30 m
E.	CBO Report Mr. Delgado, CBO, will provide his CBO Report	Discuss	Fernando Delgado	10 m

		Purpose	Presenter	Time
II.	**Investment**			**11:43 AM**
A.	May 2026 Investment Update	Discuss	Fernando Delgado / Janneyra Verduzco	15 m

Bill Thompson and Mike Breller from Beacon Pointe will present investment summary and answer any questions.

		Purpose	Presenter	Time
III.	**Finance**			**11:58 AM**
A.	May 2026 Financial Update	Discuss	Fernando Delgado	10 m

Mr. Delgado will present the May 2026 Financial Update.

B.	Discuss and Vote to Recommend to the Full Board Approval of the May 2026 Check Registers	Vote	Fernando Delgado / Janneyra Verduzco	10 m

Prior to the vote, Mr. Delgado and Mrs. Verduzco, will review the May 2026 check registers and answer any questions

C.	Discuss and Vote to Recommend to the Full Board Approval of the May 2026 Credit Card Charges.	Vote	Fernando Delgado / Janneyra Verduzco	10 m

Prior to the vote, Mr. Delgado and Mrs. Verduzco will review the May 2026, credit card charges and answer any questions.

D.	Discuss and Vote to Recommend to the Full Board Approval on ECRCHS's 2026-2027 Fiscal Policies and Procedures Manual	Vote	Fernando Delgado	15 m

Prior to the vote, Mr. Delgado will present the 2026-2027 Fiscal Policies and Procedures Manual

		Purpose	Presenter	Time
IV.	**School Business**			**12:43 PM**
A.	Discuss and Vote to Recommend to the Full Board Approval of the renewal of ECRA Medical Insurance Policy Rates with Self-Insured Schools of California (SISC)	Vote	Fernando Delgado	15 m

Prior to the vote, Mr. Delgado, will be presenting the renewal of the Self-Insured Schools of California (SISC) and answer any questions.

		Purpose	Presenter	Time
B.	Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 State SELPA-Approved Master Agreement for NPA/NPS for Special Education services for: Piece of Mind Care Services, EdLogical/Pointquest, Cross Country Education, and Inspire Communications. Prior to the vote, Mrs. Larew will present the 2026-2027 Piece of Mind Care Services, EdLogical/Pointquest, Cross Country Education, and Inspire Communications. Services Contract and answer any questions.	Vote	Emilie Larew	10 m
C.	Discuss and Vote to Recommend to the Full Board 2026-2027 approval to enter into the State SELPA-Approved NPA/NPS Master Agreement for Child and Family Guidance Center (Northpoint School) and The Help Group once rates have been finalized for the LAUSD SELPA. Prior to the vote, Mrs. Larew will present the 2026-2027 Family Guidance Center (Northpoint School) and The Help Group Services Contract and answer any questions.	Vote	Emilie Larew	10 m
D.	Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 State SELPA-Approved NPA/NPS Master Agreement with revisions for Dubnoff School. Prior to the vote, Mrs. Larew will present the 2026-2027 Dubnoff School Services Contract and answer any questions.	Vote	Emilie Larew	10 m
E.	Discuss and Vote to Recommend to the Full Board approval of the 2026-2027State SELPA-Approved NPA/NPS Master Agreement with revisions for Academy for Advancement of Children with Autism. Prior to the vote, Mrs. Larew will present the 2026-2027 SELPA-Approved NPA/NPS Master Agreement with revisions for Academy for Advancement of Children with Autism and answer any questions.	Vote	Emilie Larew	10 m
F.	Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 contract with Yellow Cab (Administrative Services Cooperative, Inc.) for transportation services for	Vote	Emilie Larew	10 m

		Purpose	Presenter	Time
	eligible students with disabilities and homeless/foster youth. Prior to the vote, Mrs. Larew will present the 2026-2027 contract with Yellow Cab (Administrative Services Cooperative, Inc.) for transportation services for eligible students with disabilities and homeless/foster youth Services Contract and answer any questions.			
G.	Discuss and Vote to Recommend to the Full Board Approval of the 2026-2027 Instructional Materials (IMA) Budget Prior to the vote, Mr. Delgado and Mrs. Verduzco, will be presenting the 2026-2027 Instructional Materials (IMA) Budget and answer any questions.	Vote	Fernando Delgado / Janneyra Verduzco	15 m
H.	Discuss and Vote to Recommend to the Full Board Approval the 2025-2028 LACOE Contract for California School-Based Medi-Cal Administrative Activities Program Prior to the vote, Mr. Delgado, will present the 2025-2028 LACOE Contract for California School-Based Medi-Cal Administrative Activities Program	Discuss	Fernando Delgado	15 m
I.	Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 Marketing Budget Proposal Prior to the vote, Mr. Covarrubias will present the 2026-2027 Marketing Budget Proposal and answer any questions.	Vote	Ricardo Covarrubias	15 m
J.	Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 CharterSAFE Renewal Prior to the vote, Mr. Delgado will present the 2026-2027 CharterSAFE Renewal and answer any questions.	Vote	Fernando Delgado	15 m
K.	Discuss and Vote the approval of the 2026-2027 Substitute Teacher Contract Mrs. Rodriguez will present and answer any questions regarding the 2026-2027 Substitute Teacher Contract for Board Approval.	Vote	Vania Rodriguez	10 m
L.	Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 Budget Approval	Vote	Fernando Delgado	15 m

	Purpose	Presenter	Time

Prior to the vote, Mr. Delgado will present the 2026-2027 Budget Approval and answer any questions.

V. Closing Items — 3:13 PM

A.	Adjourn Meeting	Vote	Alexandra Ramirez	1 m

Coversheet

May 2026 Investment Update

Section: II. Investment
Item: A. May 2026 Investment Update
Purpose: Discuss
Submitted by:
Related Material: Agenda_Item_II._A_-May_2026_Investment_Summary.pdf
Agenda_Item_II._A_1_-Q1_2026_Executive_Summary.pdf
Agenda_Item_II._A_2_-1Q26_El_Camino_Real.pdf
Agenda_Item_II._A_3_-April_2026_El_Camino_Real.pdf
Agenda_Item_II._A_4_-May_2026_El_Camino_Real.pdf

EL CAMINO REAL CHS
INVESTMENTS REVIEW
FISCAL YEAR 2025-2026

2025-2026		Year End	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	*May-26*		Contributions / Executive Summary-OPEB		
															$ 33,407,833	Beginning Balance at 07/01/25	
	OPEB Retiree Pmts.		$ (52,048.18)	$ (53,348.18)	$ (51,255)	$ (54,260)	$ (55,267)	$ (55,990)	$ (53,921)	$ (57,746)	$ (58,588)	$ (56,413)	$ (57,214)		$ (606,050)	OPEB Payments	
														Month	$ 4,595,914	Gains/Losses	12.3% Invest. Change
ECRA	OPEB Trust	$ 33,407,833	$ 33,535,446	$ 34,163,737	$ 34,830,476	$ 35,228,596	$ 35,203,541	$ 35,333,944	$ 35,976,588	$ 36,438,154	$ 34,402,558	$ 36,328,958	$ 37,397,697	2.9%	$ 37,397,697	Current Ending	11.9% Total Change
Investment Managers:														Month	YTD		
Fiduciary Mgt		*$ 2,675,796*	$ 2,662,714	$ 2,744,203	$ 2,696,362	$ 2,686,061	$ 2,461,486	$ 2,462,746	$ 2,522,620	$ 2,554,617	$ 2,341,461	$ 2,447,931	$ 2,424,917	-0.9%	-9.4%		
Beacon Pointe		*$ 30,732,037*	$ 30,872,732	$ 31,419,534	$ 32,134,114	$ 32,542,536	$ 32,742,055	$ 32,871,198	$ 33,453,968	$ 33,883,537	$ 32,061,097	$ 33,881,027	$ 34,972,780	3.2%	13.8%		
El Camino Real CHS	General																
Investment Managers:														Month	YTD		
Fiduciary Mgt		*$ 336,856*	$ 334,972	$ 345,182	$ 339,097	$ 337,601	$ 236,685	$ 236,977	$ 242,513	$ 245,277.35	224,924.59	$ 235,078	$ 232,827	-1.0%	-30.9%	100K Xfer to Beacon Pt. 11/26/25	
Beacon Pointe		*$ 6,989,939*	$ 7,013,406	$ 7,126,190	$ 7,254,210	$ 7,338,504	$ 7,462,029	$ 7,483,446	$ 7,566,964	$ 7,663,768	$ 7,384,517	$ 7,629,975	$ 7,807,761	2.3%	11.7%		
	US Bank Holdings	$ 7,326,795	$ 7,348,378	$ 7,471,371	$ 7,593,307	$ 7,676,106	$ 7,698,713	$ 7,720,423	$ 7,809,477	$ 7,909,045	$ 7,609,442	$ 7,865,052	$ 8,040,588	2.2%	9.7%		
Annuity	3 Yr. (8/26)Fixed @ 4.80% Midland	*$ 439,179*	$ 440,931	$ 443,487	$ 444,799	$ 446,287	$ 448,125	$ 449,913	$ 451,592	$ 453,569	$ 455,204	$ 456,843	$ 458,489	0.4%	4.4%		
	2Yr. (10/25)@ 4.89% CNB /T-Bill	*$ 432,289*	$ 433,808	$ 435,397	$ 436,800	$ 438,273	$ 439,496	$ 440,301	$ 441,171	$ 443,272	$ 441,576	$ 442,663	$ 436,124	-1.5%	0.9%		
	2Yr (11/30/27) @ 3.5% Combined	$ 8,198,263	$ 8,223,117	$ 8,350,255	$ 8,474,906	$ 8,560,666	$ 8,586,334	$ 8,610,638	$ 8,702,241	$ 8,805,886	$ 8,506,221	$ 8,764,559	$ 8,935,201	1.9%	9.0%		
	Month End -Combined	$ 41,606,096	$ 41,758,563	$ 42,513,992	$ 43,305,381	$ 43,789,262	$ 43,789,875	$ 43,944,581	$ 44,678,829	$ 45,244,040	$ 42,908,778	$ 45,093,517	*$ 46,332,898*	2.7%	11.4%		

BEACON POINTE
INSTITUTIONAL INVESTMENT ADVISORS

El Camino Real Charter High School - Executive Summary
First Quarter 2026

Market & Economic Performance

- U.S. equities declined sharply, with the S&P 500 down 5.0% in March (-4.4% YTD) and the Nasdaq 100 down 4.8% (-5.8% YTD), pressured by AI valuation concerns, tariff uncertainty, and escalating geopolitical tensions.
- International equities pulled back more than 10% in March but maintained YTD outperformance, with the MSCI Europe, Australasia, and Far East ("EAFE") Index down 1.1% YTD and the MSCI Emerging Markets ("EM") Index down 0.2% YTD, supported by dollar weakness and commodity strength.
- Fixed income reversed February's gains as yields rose, with the 10-year Treasury closing March at 4.32% and the U.S. Aggregate ("AGG") down 1.8% in March, leaving core bonds flat YTD.
- Federal Reserve ("Fed") policy uncertainty and persistent inflation remained key themes, while rising geopolitical tensions and fading rate-cut expectations contributed to increased market volatility and stagflation concerns.
- Commodities diverged sharply, with WTI oil surging (+51.3% in March, +76.6% YTD) on supply risks, while gold declined (-11.6% in March) but remained positive YTD (+8.1%) amid higher real yields and a stronger dollar.

Portfolio Performance

- As of March 31st, **OPEB** assets were approximately $34.4 million.
  - The portfolio returned -1.9% in the first quarter and 12% over the trailing 12 months.
  - Since inception in September 2021, the portfolio has returned 4.2% annualized.
- As of March 31st, **GA** assets were approximately $7.6 million.
  - The portfolio returned -1.1% in the first quarter and 8.6% over the trailing 12 months.
  - Since inception in August 2021, the portfolio has returned 2.9% annualized.

Asset Allocation

- As of March 31st, the portfolio's asset allocation was within its stated Policy Ranges, as defined in the Investment Policy Statement (IPS). The current Portfolio remains modestly "risk on" with an overweight to Equities and underweight to Fixed Income. Alternatives remain in line versus their target.

Portfolio Activity

- **3/10/2026 (OPEB) –** Beacon Pointe rebalanced the portfolio to targets and raised $170,000 to fund the following quarter's monthly distributions.
- **6/8/2026 (OPEB)** – The portfolio was rebalanced to targets. FMI Large Cap Value was liquidated and replaced with Putnam Large Cap Value (PEIYX). Virtus Kar Mid Cap (VIMCX) was liquidated and replaced with Schwab US Mid Cap (SWMCX). Cash was raised to cover the next quarter's monthly distributions.
- **6/8/2026 (GA) –** The portfolio was rebalanced to targets. FMI Large Cap Value was replaced by Putnam Large Cap Value (PEIYX).

BEACON POINTE
INSTITUTIONAL INVESTMENT ADVISORS

New Manager Summary

- **Putnam Large Cap Value (PEIYX)**
  - Putnam employs a disciplined process that combines fundamental research and quantitative tools to pursue relative value opportunities within each sector of the market.
  - The team emphasizes attractively valued companies poised for improvement, companies that are willing and able to increase their dividends, and those with strong cash flows and earnings quality.
  - Putnam takes a long-term approach to investing and owns stocks for an average of five years.
  - Putnum views risk management as a key driver of returns, limiting sector weights to +/- 5% of the index and tracking error target of 2-5%.
    - The portfolio construction process seeks to limit sector bets and minimize unintended factor exposures relative to the index. This approach helps ensure that performance is primarily driven by stock selection.

Manager Comments

1. **Fiduciary (FMI) Large Cap Equity** – Approximately 15.5% of underperformance relative to the Russell 1000 Value Index over the trailing one-year period driven by:
   - Stock selection in industrials (+15% portfolio sector return vs. +32% for the index sector). Carrier Global (-10%) and Masco Corp (-12%) were the primary detractors. The index sector benefited from strong performance from Caterpillar Inc. (+118%), which was not held in the portfolio.
   - Stock selection in the consumer discretionary sector. The portfolio sector underperformed (-18% vs. +6% for the index sector) primarily due to poor performance from CarMax Inc. (sold in Q4; declined ~50% during the period held) and Booking Holdings Inc. (-8%).
   - Stock selection in technology (-14% portfolio sector return vs. +32% for the index sector) due to poor performance from CDW Corp (-23%) and Sony Group Corp (-17%). The largest contributor to the index sector, Micron Technology (+290%), was not held in the portfolio.

2. **Virtus KAR Mid Cap Core** – Approximately 15.7% of underperformance relative to the Russell Mid Cap Index over the trailing one-year period driven by:
   - Stock selection in the industrials sector (+6% portfolio sector return vs. +30% for the index sector), primarily due to Pool Corp (-35%), Equifax Inc. (-25%), and Verisk Analytics (-36%). The index sector benefited from strong returns from AI data center related stocks such as Vertiv Holdings (+247%), Quanta Services (+116%), andComfort Systems USA (+329%), which are not held in the portfolio.
   - Stock selection in financials (-23% portfolio sector return vs. +5% for the index sector). Poor performance from Brown & Brown Inc. (-47%), Hamilton Lane Inc. (-29%), and FactSet Research (-36%; sold in Q4) were the top detractors.
   - Stock selection in technology (+13% portfolio sector return vs. +31% for the index sector). Portfolio holdings Broadridge Financial (-32%) and Universal Display Corp. (- 33%) were the top detractors. While small weights within the index, a handful of stocks were top contributors to the index sector's strong return, including SanDisk Corp. (+1,233%), Western Digital (+572%), Corning Inc. (+202%), and Ciena Corp. (+543%).
   - Zero exposure to the energy sector (vs. 6% index sector weight) detracted as it was the top performing index sector (+35%).

BEACON POINTE
INSTITUTIONAL INVESTMENT ADVISORS

EL CAMINO REAL CHARTER HIGH SCHOOL

As of MARCH 31, 2026

Beacon Pointe Headquarters
24 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660
(949) 718-1600

Firm Overview

20+ **Institutional Investing** And Consulting Experience

$62+B **Assets** Under Advisement

750+ **Team Members** Across 90+ Regional Offices

Our combined experience, culture of service, firm stability, and size enable our clients to meet their long-term growth and income objectives.

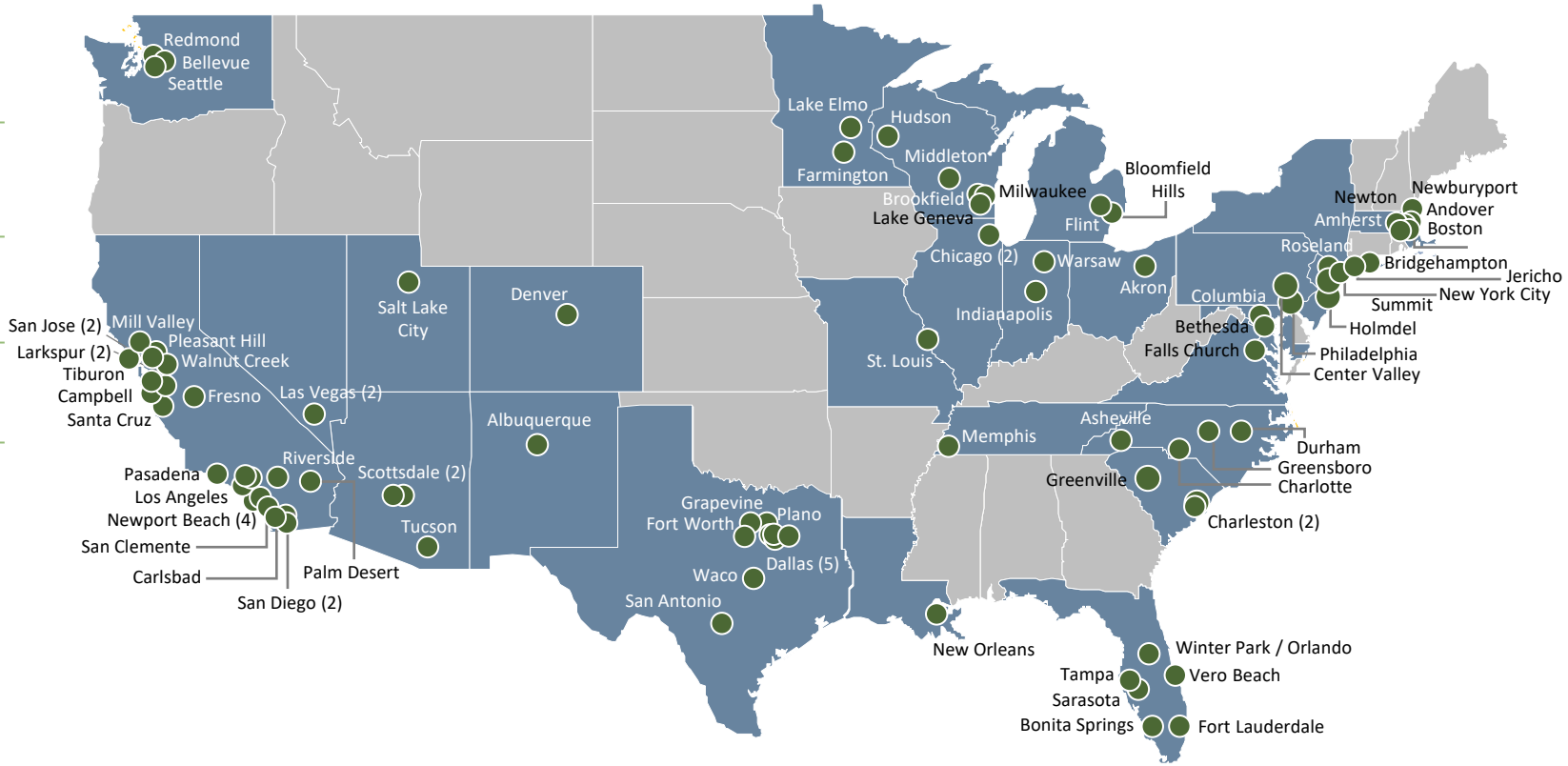
INDUSTRY RECOGNITION

BARRON'S
Top 100 RIA Firms

USA TODAY
Best Financial Advisory Firms

AdvisorHub
RIA Firms to Watch

FORBES
America's Top Women Wealth Advisors



BEACON POINTE

Firm Data as of 3/31/26, total firm assets include approximately $59.5B in assets under management ("AUM") and approximately $2.5B in assets under advisement ("AUA"). AUM are assets the firm manages on both a discretionary and non-discretionary basis. AUA are assets on which Beacon Pointe advises but does not provide regular supervisory and management services (e.g., consulting services). Please see important disclosures about awards and rankings at the end of this presentation.

Powered by BoardOnTrack

Market Performance 1Q26

U.S. EQUITIES

- **U.S. Equities down in Q1.**
- The S&P 500 was down -4.3% in the first quarter. Geopolitics, the oil supply shock, and fiscal stimulus remain the focus of the market year-to-date.
- U.S. companies remain cautious about long-term investments due to the volatility from geopolitical developments around the Strait of Hormuz. Fears of a recession remain slightly elevated, given uncertainty around Iran and inflation.
- Value (+2.1%) outperformed Growth (-9.8%) during the quarter. After growth outperformed value in 2025, it has lagged significantly to start the year.
- Energy dominated all industry sectors in the quarter up +37.9%. Materials were up a robust +10.7% with Financials lagging (-9.3%).

NON-U.S. EQUITIES

- **Non-U.S. Equities outperformed the U.S.**
- Non-U.S. developed equities posted a negative -1.2% return during the quarter, outperforming domestic equities by over 3.0%.
- Emerging Market equities also outperformed domestic stocks year-to-date, posting a -0.2% return. Over the past year, Non-U.S. Developed (+21.3%) and Emerging Market equities (+29.6%) have outperformed the S&P by +3.5% & +11.7%, respectively.
- Non-US equities continue to provide diversified benefits to portfolios in 2026. Historically low relative valuations and heightened economic uncertainty in the U.S. have made Non-U.S. an attractive option for investors.

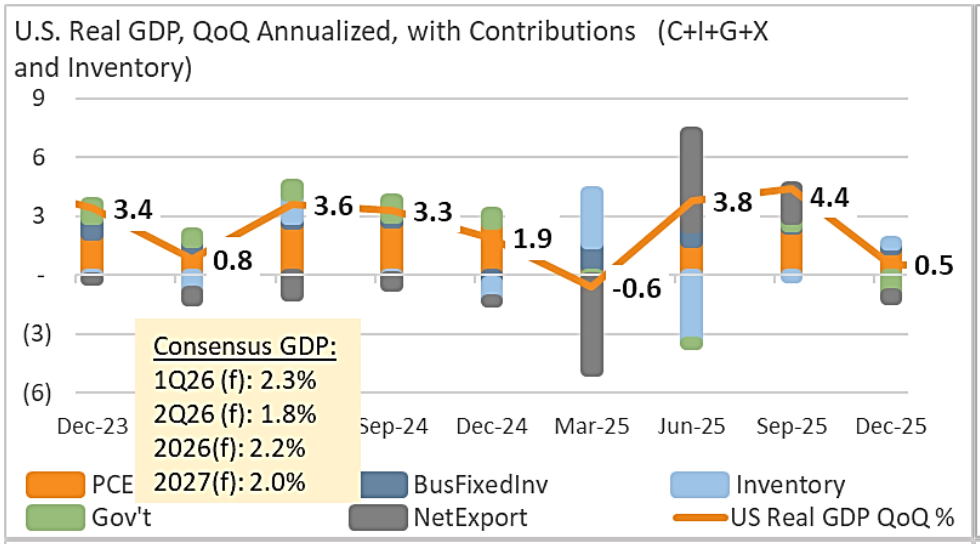
U.S. FIXED INCOME

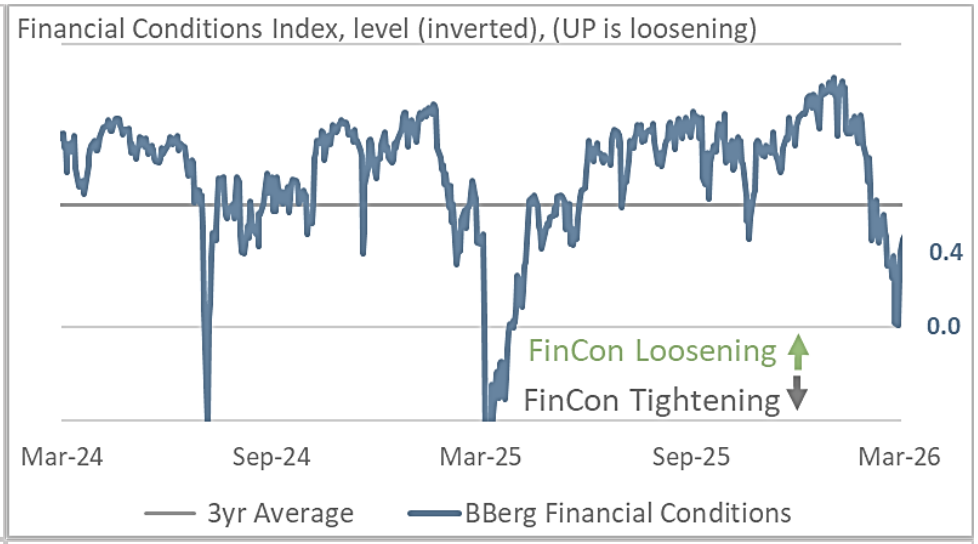
- **U.S. bonds were flat during the quarter.**
- U.S. Core taxable bonds were flat to start the year (0.0%), U.S. Muni bonds were down slightly -0.2%. Higher go-forward yields - and high real yields – remain a positive valuation signals for bonds.
- Yields were up across the board in 1Q26. U.S. Treasury 2-year notes were up +32 basis points to 3.79%, 10-year notes were up +15 basis points to 4.32%, causing the curve to flatten but remain positively sloped.
- Investment Grade Corporate bonds and U.S. High Yield bonds both returned -0.5% in the quarter as spreads widened. IG credit spreads widened by 11 basis points, ending the quarter at +89, and HY spreads widened by 51 basis points to +317. Both are near historically tight levels.

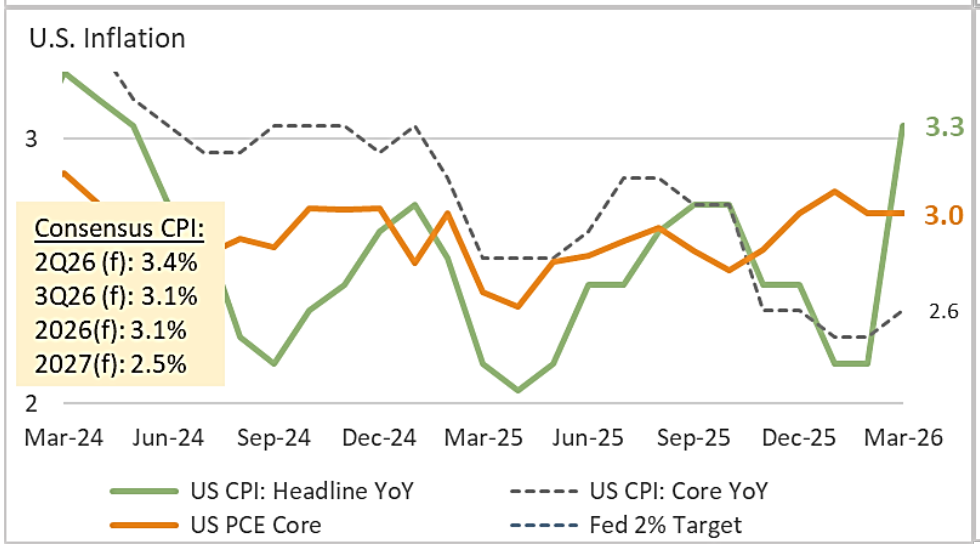
NON-U.S. FIXED INCOME

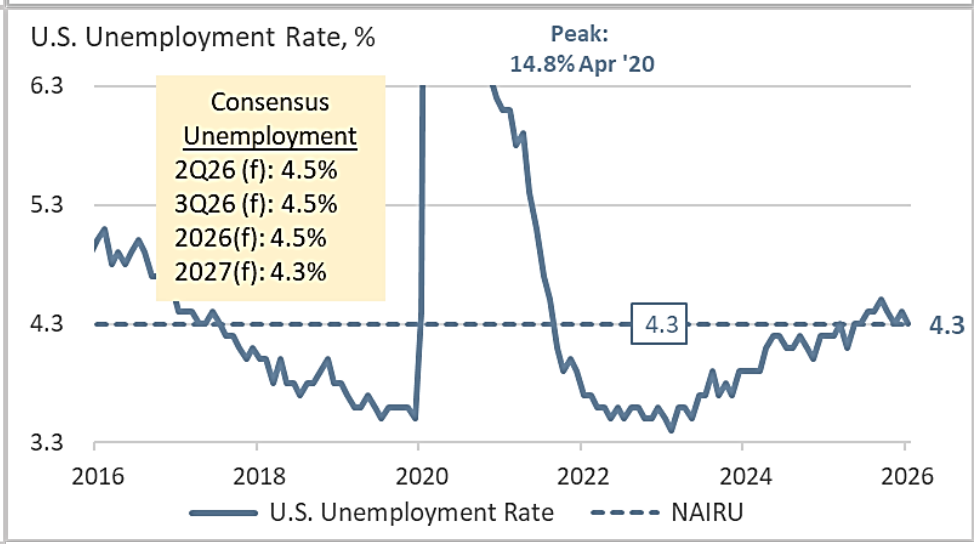
- **Non-U.S. Fixed Income underperformed.**
- Global Developed Market bonds returned -1.1% for the quarter, underperforming U.S. Core taxable bonds. Yields on the Global Aggregate ended the quarter at 3.78%, with spreads up 4 basis points to +32.
- Emerging Market Sovereign bonds (EM) were also negative for the quarter (-1.3%), lagging Global Developed Markets and U.S. Core. The yield on EM sovereign debt ended the quarter at 6.29%, with spreads widening by 31 basis points to +209.

U.S. Economic Snapshot







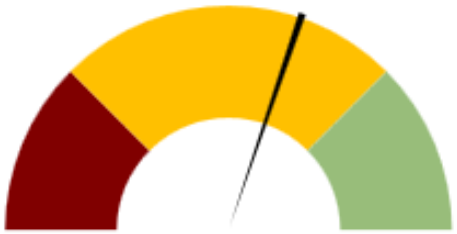
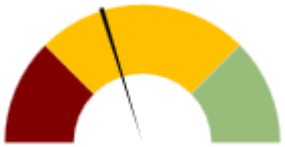


BEACON POINTE

As of March 31, 2026. Source: Bloomberg, Beacon Pointe Macro v23

Summary of Positioning with "Late Cycle Resilience"

Beacon Pointe Investment Committee's Preferences

OVERALL RISK:	EQUITY MARKET RISK:	BOND MARKET RISK:
		
	OVERWEIGHT: U.S. Large Cap (Core, Value and Growth), Emerging Markets **NEUTRAL:** International Developed **UNDERWEIGHT:** U.S. Midcap	**UNDERWEIGHT:** To fund our "risk on" posture

ALTERNATIVE INVESTMENTS

STRATEGIC WEIGHTS:
Private Equity, Private Real Estate, Private Credit, Real Assets, Hedge Funds, and Hedged Equity

The economy remains resilient, and there are tailwinds to growth.

BEACON POINTE

As of April 16, 2026. Source: Beacon Pointe Investment Committee's Preferences
Important Disclosure: Asset allocation and positioning statements reflect current views and are subject to change. There is no guarantee that these strategies will be successful or suitable for all investors.

Market Performance Summary

As of March 31, 2026

	Quarter Return	YTD Return	1 Year Return	3 Year Return	5 Year Return	7 Year Return	10 Year Return
Portfolio Benchmarks							
60% MSCI ACWI: 40% U.S. Aggregate Bond				11.3	5.9	7.7	7.6
70% MSCI ACWI: 30% U.S. Aggregate Bond				12.6	6.8	8.7	8.5
Equity							
S&P 500	-4.3	-4.3	17.8	18.3	12.1	14.4	14.2
Russell 1000 Growth	-9.8	-9.8	18.8	21.2	12.8	17.0	16.8
Russell 1000	-4.3	-4.3	17.3	17.7	10.9	13.6	13.4
Russell 1000 Value	2.1	2.1	15.9	14.3	9.4	10.6	10.6
Russell Mid Cap	1.3	1.3	16.0	13.3	7.3	10.5	10.9
Russell 2000	0.9	0.9	25.7	13.0	3.8	8.6	9.9
Russell 3000	-4.0	-4.0	18.1	17.9	10.9	13.8	13.7
MSCI ACWI Ex USA	-0.7	-0.7	24.9	14.5	7.0	8.5	8.4
MSCI ACWI	-3.2	-3.2	20.0	16.6	9.5	11.6	11.3
MSCI EAFE	-1.2	-1.2	21.3	13.6	7.9	8.9	8.4
MSCI EM	-0.2	-0.2	29.6	14.8	3.7	6.6	7.8
Fixed Income							
U.S. Aggregate Bond	0.0	0.0	4.3	3.6	0.3	1.6	1.7
U.S. Municipal Bond	-0.2	-0.2	4.3	2.9	0.8	1.9	2.2
U.S. Treasury Bill 3m	0.8	0.8	4.0	4.7	3.3	2.7	2.3
U.S. TIPS	0.3	0.3	3.0	3.2	1.5	3.1	2.7
U.S. Investment Grade Corporate	-0.5	-0.5	4.8	4.7	0.8	2.5	2.8
US High Yield	-0.5	-0.5	7.0	8.6	4.2	5.1	6.1
Global Aggregate Bonds	-1.1	-1.1	4.3	2.6	-1.5	0.2	0.6
EM Sovereign Debt USD	-1.3	-1.3	7.1	7.7	1.9	2.8	3.6
Alternatives							
FTSE NAREIT Composite	3.5	3.5	3.4	7.0	3.8	4.3	5.5
S&P Global Natural Resources	19.8	19.8	45.1	13.8	12.9	11.6	12.1
Bloomberg Commodity	24.4	24.4	32.3	13.9	14.0	10.6	8.0

BEACON POINTE

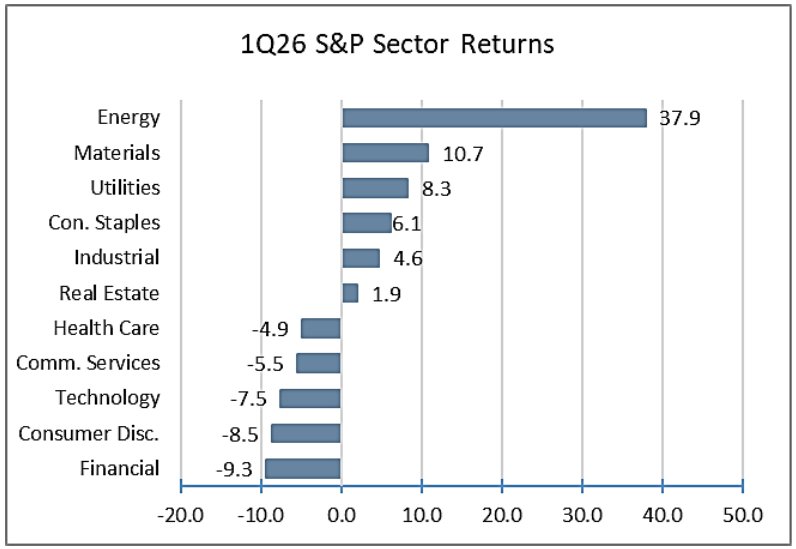
Data as of March 31, 2026. Source: Beacon Pointe, Morningstar

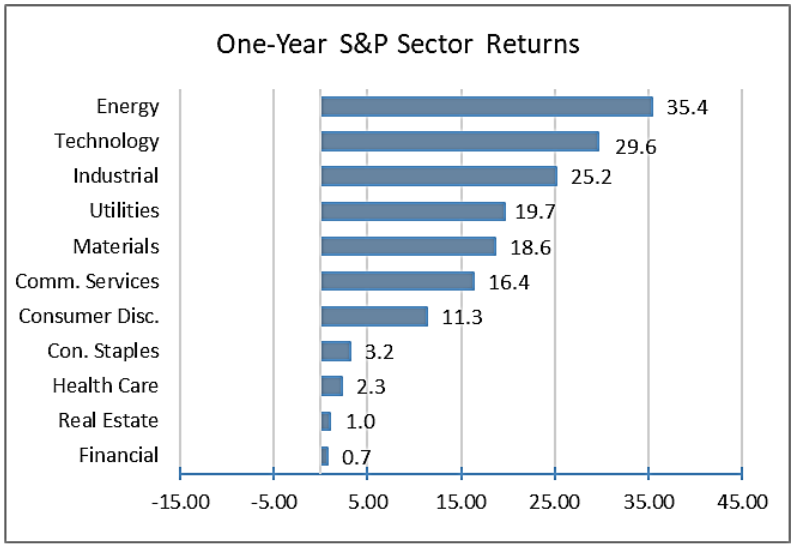
Disclosure: The commentary is not intended as a guarantee of profitable outcomes. Any forward-looking statements are based on certain expectations and assumptions that are susceptible to changes in circumstances. Past performance is no guarantee of future results. The portfolio Benchmark returns are net of 1% Beacon Pointe fees. The Asset Class performance data is presented as reported by Bloomberg with no adjustment for fees.

U.S. Equity Sector Review

1Q26	Value	Core	Growth
Large	2.1	-4.3	-9.8
Mid	3.7	1.3	-6.3
Small	5.0	0.9	-2.8

One-Year	Value	Core	Growth
Large	15.9	17.3	18.8
Mid	17.6	16.0	9.6
Small	28.1	25.7	23.6





Large Cap Value returned 2.1% over the quarter, outperforming Large Cap Growth (down 9.8%) by 11.9%. Five of the eleven sectors were negative in the fourth quarter. Energy was the best performing sector, up37.9%.

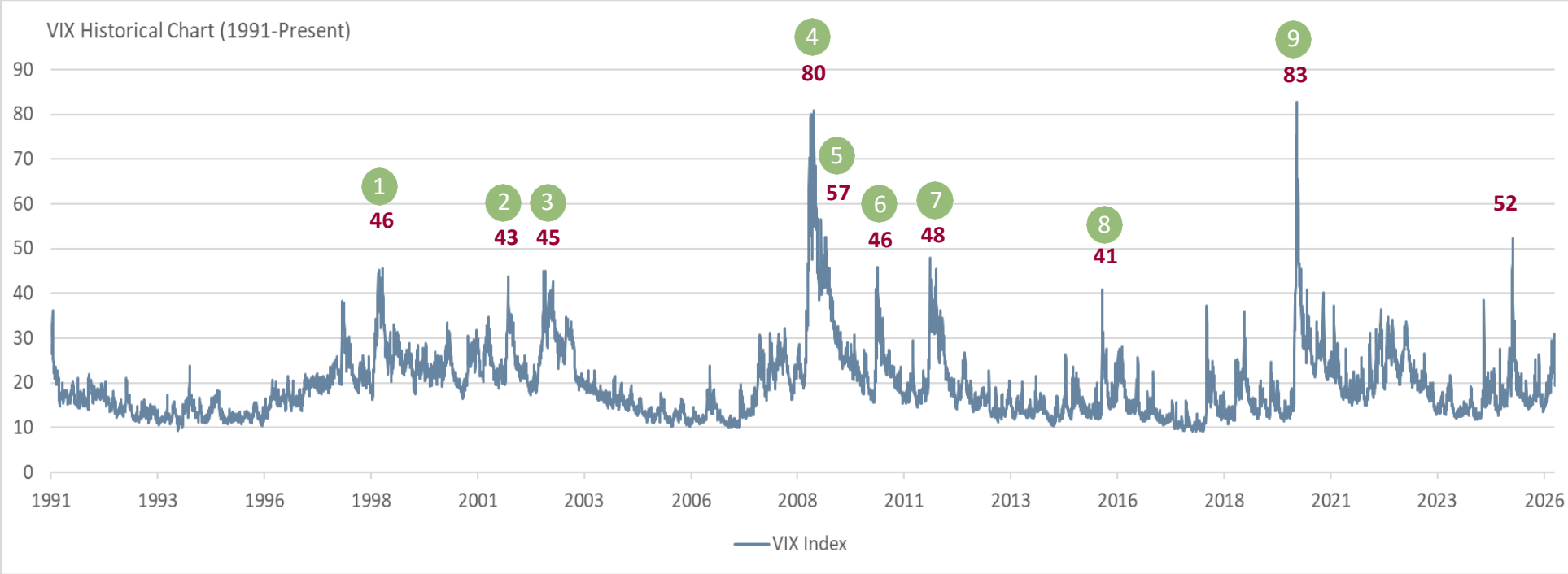
Small Cap has outperformed Large Cap Value in Q1 and over the past twelve months. Seven of the eleven sectors posted positive returns over the past twelve months as well.

BEACON POINTE

Data as of March 31, 2026. Source: Beacon Pointe, Morningstar

Disclosure: The commentary is not intended as a guarantee of profitable outcomes. Any forward-looking statements are based on certain expectations and assumptions that are susceptible to changes in circumstances. Past performance is no guarantee of future results. The portfolio Benchmark returns are net of 1% Beacon Pointe fees. The Asset Class performance data is presented as reported by Bloomberg and Orion, any adjustment for fees.

Volatility Creates Opportunities



How has the **S&P 500** performed after the VIX breaches **40**:

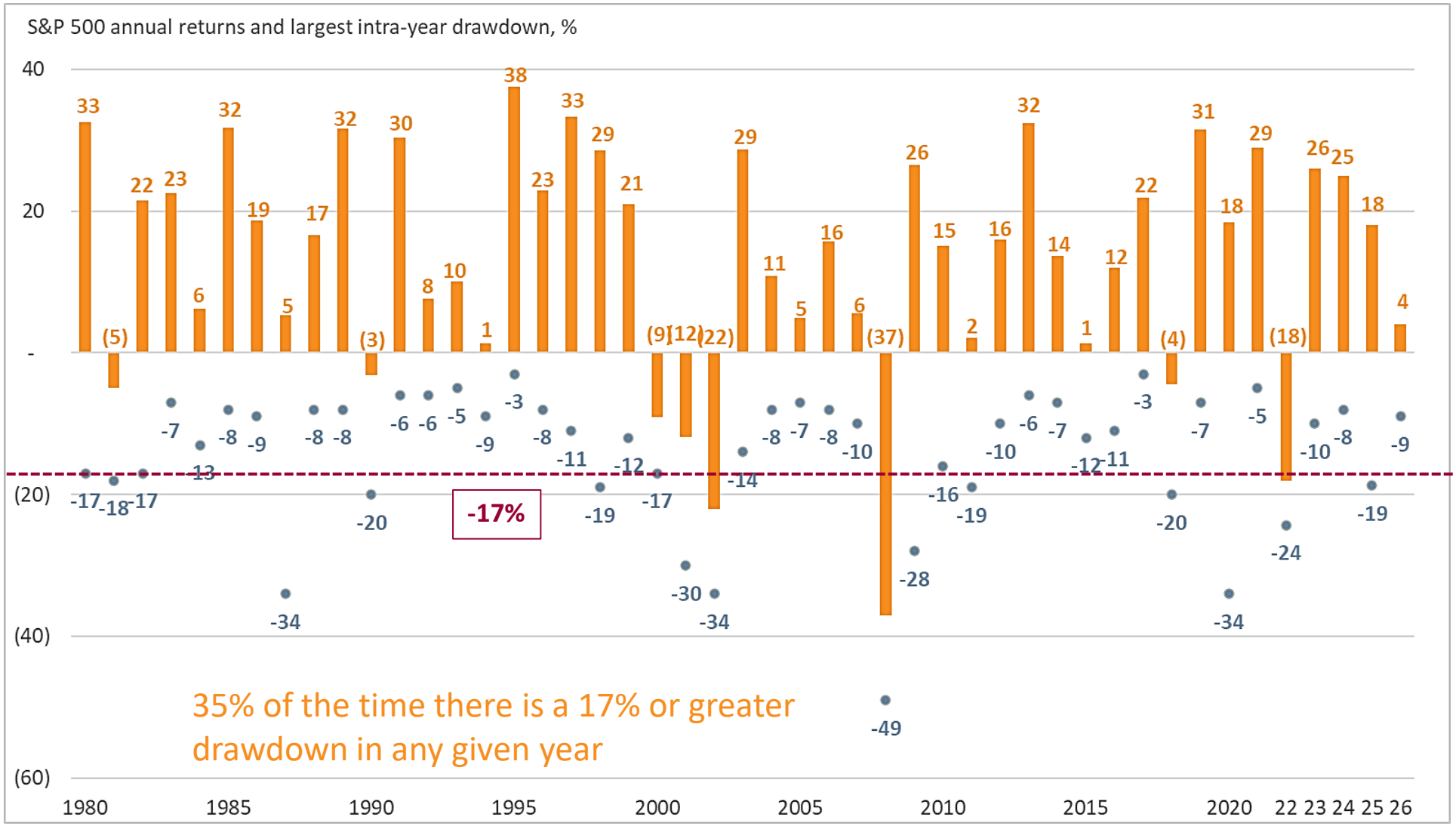
Reference	Event	Start Date	3m	6m	12m	18m	24m	36m
1	Russia defaults on its debt	8/31/1998	22.0%	30.3%	39.8%	45.6%	62.6%	23.0%
2	9/11 terrorist attack	9/17/2001	9.6%	13.1%	-14.6%	-14.9%	2.1%	13.7%
3	Dot Com crash (Enron, Worldcom)	7/22/2002	9.1%	8.1%	22.7%	43.4%	38.6%	58.7%
4	Global Financial Crisis - Lehman collapse	9/29/2008	-20.8%	-25.1%	-1.5%	10.0%	8.4%	9.3%
5	Global Financial Crisis - (700k job losses)	1/7/2009	-9.4%	-1.6%	29.0%	21.0%	46.5%	50.3%
6	Flash Crash	5/7/2010	1.5%	11.5%	23.1%	17.0%	28.5%	56.0%
7	S&P downgrades US credit rating	8/8/2011	14.7%	22.0%	28.1%	40.3%	58.6%	84.2%
8	China slowdown, PBOC devalues Yuan	8/24/2015	11.0%	3.1%	17.5%	29.2%	34.5%	61.5%
9	Covid-19 Pandemic	2/28/2020	3.1%	19.9%	31.3%	56.4%	52.8%	41.0%
	Average		**4.5%**	**9.0%**	**19.5%**	**27.6%**	**37.0%**	**44.2%**
10	Liberation Day "Trump Tarrifs"	4/8/2025	17.8%	23.7%	28.1%	?	?	?

BEACON POINTE

Source: Beacon Pointe, Refinitiv Workspace Data as of April 16, 2026.

Disclosure: The commentary is not intended as a guarantee of profitable outcomes. Any forward-looking statements are based on certain expectations and assumptions that are susceptible to changes in circumstances. Past performance is no guarantee of future results.

Annual Returns and Intra-Year Drawdowns



BEACON POINTE

S&P 500 Index. Max drawdown represents the biggest intra-year decline.
Source: Bloomberg, Beacon Pointe. Data as of April 16, 2026.
Disclosure: The commentary is not intended as a guarantee of profitable outcomes. Any forward-looking statements are based on certain expectations and assumptions that are susceptible to changes in circumstances. Past performance is not a guarantee of future results.

Powered by BoardOnTrack

Periodic Table of Returns – March 2026

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	5 Year	10 Year
US Large Blend	43.30	15.19	5.67	31.74	37.28	1.87	36.39	38.49	28.71	16.09	42.68	33.36	33.57	15.32	18.13
US Large Value	38.82	13.69	1.38	21.31	30.21	0.01	31.49	34.63	28.27	1.46	26.29	25.02	31.22	14.42	14.82
US Large Growth	34.52	13.45	0.87	17.34	25.03	-1.51	28.48	19.96	27.60	-5.30	18.66	15.15	18.56	11.33	10.53
US Small Blend	33.48	13.05	0.55	11.96	22.17	-3.48	26.54	18.40	27.11	-7.54	18.24	14.37	17.88	10.64	9.62
US Small Value	32.53	5.97	0.05	11.77	21.83	-4.38	25.52	18.31	26.65	-13.01	16.93	11.54	16.22	8.92	9.57
US Small Growth	32.39	5.60	-0.81	11.32	15.41	-5.52	22.85	13.49	25.16	-14.45	15.37	10.77	15.91	8.88	9.27
International Equity	22.78	4.96	-0.98	11.19	14.65	-6.05	22.39	10.27	14.82	-14.48	14.65	9.15	15.77	6.57	8.42
Emerging Markets Equity	12.32	4.89	-1.38	7.08	13.66	-8.27	22.01	7.82	11.26	-16.02	11.57	8.05	13.01	6.09	8.18
US Fixed Income	8.96	4.22	-0.27	5.92	13.23	-9.31	19.41	7.51	10.20	-18.11	11.46	7.50	12.81	5.17	7.96
Cash	5.87	3.36	-3.83	5.37	7.84	-11.01	18.44	4.63	6.12	-20.09	9.83	5.38	12.59	4.20	5.73
Commodities	0.07	0.03	-4.41	2.65	7.77	-11.25	8.72	2.80	2.83	-20.44	6.07	5.25	11.58	4.15	4.86
Real Estate	-2.02	-2.19	-7.47	1.00	3.54	-12.86	8.39	0.67	0.05	-24.32	5.53	3.82	10.52	3.18	4.70
Hedge Funds	-2.60	-4.90	-14.92	0.52	1.70	-13.79	7.69	-3.12	-1.54	-26.36	5.01	2.72	7.30	3.17	2.18
60%MSCI ACWI / 40% BloomBarc Agg	-9.52	-17.01	-24.66	0.33	0.86	-14.58	2.28	-6.20	-2.54	-29.14	-7.91	1.25	4.18	-0.36	2.01

BEACON POINTE

Source: Beacon Pointe, Morningstar & Hedge Fund Research Inc. (HFRI). Data as of March 31, 2026.
Disclosure: The commentary is not intended as a guarantee of profitable outcomes. Any forward-looking statements are based on certain expectations and assumptions that are susceptible to changes in circumstances. Past performance is no guarantee of future results. The portfolio Benchmark returns are net of 1% Beacon Pointe fees. The Asset Class performance data is presented as reported by Bloomberg and no adjustment for fees.

El Camino Real High School

As of March 31, 2026

Major Benchmark Returns

	Quarter	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs
US Equity						
S&P 500 Index	-4.3	-4.3	17.8	18.3	12.1	14.2
Russell 1000 Index	-4.2	-4.2	17.7	18.1	11.3	14.0
Russell 1000 Growth Index	-9.8	-9.8	18.8	21.2	12.8	16.8
Russell 1000 Value Index	2.1	2.1	15.9	14.3	9.4	10.6
Russell Midcap Index	1.3	1.3	16.0	13.3	7.3	10.9
Russell 2000 Index	0.9	0.9	25.7	13.0	3.8	9.9
Russell 2000 Growth Index	-2.8	-2.8	23.6	12.3	1.6	9.8
Russell 2000 Value Index	5.0	5.0	28.1	13.8	5.8	9.6
Russell 3000 Index	-4.0	-4.0	18.1	17.9	10.9	13.7
International Equity						
MSCI AC World Index	-3.1	-3.1	20.5	17.1	10.0	11.9
MSCI AC World ex USA (Net)	-0.7	-0.7	24.9	14.5	7.0	8.4
MSCI EAFE (Net)	-1.2	-1.2	21.3	13.6	7.9	8.4
Fixed Income						
90 Day U.S. Treasury Bill	0.8	0.8	4.0	4.7	3.3	2.3
Blmbg. U.S. Aggregate Index	0.0	0.0	4.3	3.6	0.3	1.7
Blmbg. U.S. Government Index	0.0	0.0	3.3	2.6	-0.1	1.1
Real Estate						
FTSE NAREIT All REITs Index	3.3	3.3	2.1	6.4	3.4	5.3
NCREIF Property Index	1.2	1.2	4.8	0.0	3.7	4.7
Inflation						
CPI - All Urban Consumers (Unadjusted)	1.9	1.9	3.3	3.0	4.5	3.3

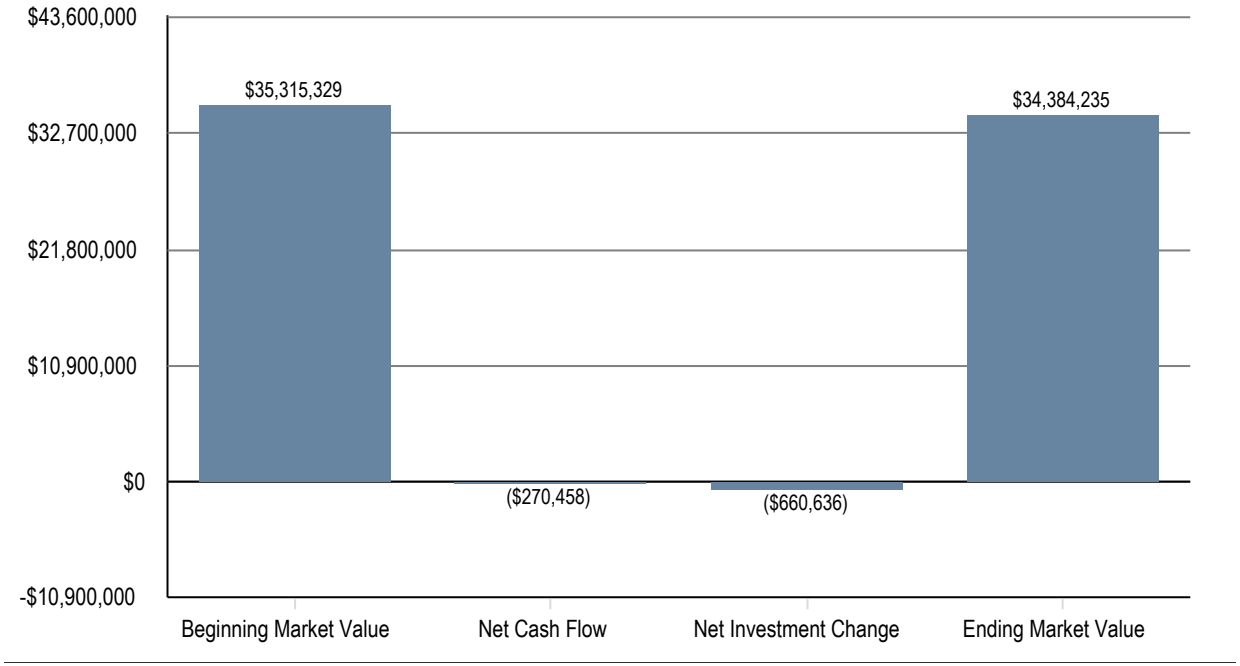
El Camino Real OPEB-Total Composite

Total Composite
As of March 31, 2026

Summary of Cash Flows

	Mar-2026	3 Mo	YTD	3 Yrs	5 Yrs
Beginning Market Value	36,420,562	35,315,329	35,315,329	23,769,974	-
Net Cash Flow	-156,142	-270,458	-270,458	1,227,603	5,346,084
Net Investment Change	-1,880,184	-660,636	-660,636	9,386,658	29,038,151
Ending Market Value	34,384,235	34,384,235	34,384,235	34,384,235	34,384,235

Change in Market Value
From January 1, 2026 to March 31, 2026



El Camino Real OPEB-Total Composite

Total Composite
As of March 31, 2026

	Allocation		Performance (%)								
	Market Value $	% of Portfolio	Mar-2026	3 Mo	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**34,384,235**	**100.0**	**-5.2**	**-1.9**	**-1.9**	**12.0**	**10.9**	**-**	**-**	**4.2**	**Sep-21**
Policy Index			*-5.0*	*-1.9*	*-1.9*	*13.6*	*11.3*	*-*	*-*	*4.7*	*Sep-21*
Total Equity	**19,787,700**	**57.5**	**-7.3**	**-3.4**	**-3.4**	**16.0**	**14.5**	**-**	**-**	**5.9**	**Sep-21**
MSCI AC World Index (Net)			*-7.2*	*-3.2*	*-3.2*	*20.0*	*16.6*	*9.5*	*11.6*	*7.9*	*Sep-21*
Total Domestic Equity	**12,543,586**	**36.5**	**-5.9**	**-5.1**	**-5.1**	**12.7**	**15.1**	**-**	**-**	**6.3**	**Sep-21**
Russell 3000 Index			*-5.0*	*-4.0*	*-4.0*	*18.1*	*17.9*	*10.9*	*13.8*	*8.9*	*Sep-21*
Total International Equity	**7,244,114**	**21.1**	**-9.6**	**-0.4**	**-0.4**	**21.7**	**13.4**	**-**	**-**	**5.5**	**Sep-21**
MSCI AC World ex USA (Net)			*-10.8*	*-0.7*	*-0.7*	*24.9*	*14.5*	*7.0*	*8.5*	*6.4*	*Sep-21*
Total Fixed	**9,280,136**	**27.0**	**-2.1**	**0.0**	**0.0**	**5.0**	**4.6**	**-**	**-**	**0.7**	**Sep-21**
Blmbg. U.S. Aggregate Index			*-1.8*	*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*-0.3*	*Sep-21*
Total Alternatives	**5,140,487**	**15.0**	**-2.2**	**0.4**	**0.4**	**9.1**	**10.3**	**-**	**-**	**4.2**	**Sep-21**
Custom Alts Index			*-5.4*	*-0.1*	*-0.1*	*13.3*	*11.5*	*-*	*-*	*4.8*	*Sep-21*
Total Cash	**175,912**	**0.5**	**0.2**	**1.0**	**1.0**	**4.6**	**5.0**	**-**	**-**	**3.8**	**Sep-21**
90 Day U.S. Treasury Bill			*0.3*	*0.8*	*0.8*	*4.0*	*4.7*	*3.3*	*2.7*	*3.6*	*Sep-21*

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	12,543,586	36.5	35.0	20.0 - 50.0	1.5	Yes
International Equity	7,244,114	21.1	20.0	10.0 - 30.0	1.1	Yes
Fixed Income	9,280,136	27.0	30.0	20.0 - 50.0	-3.0	Yes
Alternatives	5,140,487	15.0	15.0	0.0 - 25.0	0.0	Yes
Cash	175,912	0.5	0.0	0.0 - 10.0	0.5	Yes
Total	34,384,235	100.0	100.0		0.0	

El Camino Real OPEB-Total Composite

Total Portfolio

As of March 31, 2026

	Allocation		Performance (%)								
	Market Value $	% of Portfolio	Mar-2026	3 Mo	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**34,384,235**	**100.0**	**-5.2**	**-1.9**	**-1.9**	**12.0**	**10.9**	**-**	**-**	**4.2**	**Sep-21**
Policy Index			*-5.0*	*-1.9*	*-1.9*	*13.6*	*11.3*	-	-	*4.7*	
Total Equity	**19,787,700**	**57.5**	**-7.3**	**-3.4**	**-3.4**	**16.0**	**14.5**	**-**	**-**	**5.9**	**Sep-21**
MSCI AC World Index (Net)			*-7.2*	*-3.2*	*-3.2*	*20.0*	*16.6*	*9.5*	*11.6*	*7.9*	
Total Domestic Equity	**12,543,586**	**36.5**	**-5.9**	**-5.1**	**-5.1**	**12.7**	**15.1**	**-**	**-**	**6.3**	**Sep-21**
Russell 3000 Index			*-5.0*	*-4.0*	*-4.0*	*18.1*	*17.9*	*10.9*	*13.8*	*8.9*	
Fiduciary Management: Large Cap Instl	2,341,461	6.8	-8.3	-4.9	-4.9	0.1	9.3	-	-	5.0	Sep-21
Russell 1000 Value Index			*-4.8*	*2.1*	*2.1*	*15.9*	*14.3*	*9.4*	*10.6*	*8.5*	
Schwab US Large Cap Value Index	1,039,545	3.0	-4.8	2.1	2.1	15.9	14.3	-	-	13.4	Nov-22
Russell 1000 Value Index			*-4.8*	*2.1*	*2.1*	*15.9*	*14.3*	*9.4*	*10.6*	*13.4*	
Vanguard S&P 500 ETF	5,815,954	16.9	-5.0	-4.4	-4.4	17.7	18.3	-	-	9.9	Sep-21
S&P 500 Index			*-5.0*	*-4.3*	*-4.3*	*17.8*	*18.3*	*12.1*	*14.4*	*9.9*	
Schwab US Large Cap Growth Index	2,511,452	7.3	-5.2	-9.8	-9.8	18.7	21.1	-	-	21.8	Nov-22
Russell 1000 Growth Index			*-5.2*	*-9.8*	*-9.8*	*18.8*	*21.2*	*12.8*	*17.0*	*21.9*	
Virtus Kar Mid Cap Core I	835,173	2.4	-8.3	-3.9	-3.9	0.2	-	-	-	4.2	Dec-23
Russell Midcap Index			*-5.3*	*1.3*	*1.3*	*16.0*	*13.3*	*7.3*	*10.5*	*15.2*	
Total International Equity	**7,244,114**	**21.1**	**-9.6**	**-0.4**	**-0.4**	**21.7**	**13.4**	**-**	**-**	**5.5**	**Sep-21**
MSCI AC World ex USA (Net)			*-10.8*	*-0.7*	*-0.7*	*24.9*	*14.5*	*7.0*	*8.5*	*6.4*	
Artisan International Value Instl	2,914,645	8.5	-8.2	-0.5	-0.5	15.8	13.3	-	-	9.4	Sep-21
MSCI EAFE Value Index (Net)			*-8.9*	*2.0*	*2.0*	*30.1*	*19.9*	*12.2*	*10.4*	*12.4*	
American Europacific F3	2,580,097	7.5	-9.8	-2.9	-2.9	22.3	11.7	-	-	2.5	Sep-21
MSCI EAFE Growth Index (Net)			*-11.8*	*-4.7*	*-4.7*	*12.7*	*7.5*	*3.5*	*6.9*	*1.4*	

El Camino Real OPEB-Total Composite

Total Portfolio

As of March 31, 2026

	Allocation		Performance (%)								
	Market Value $	% of Portfolio	Mar-2026	3 Mo	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Lazard Emerging Markets Eq Advantage	1,749,372	5.1	-11.2	3.8	3.8	34.8	17.8	-	-	20.3	Oct-22
MSCI Emerging Markets (Net)			*-13.1*	*-0.2*	*-0.2*	*29.6*	*14.8*	*3.7*	*6.6*	*16.9*	
Total Fixed	**9,280,136**	**27.0**	**-2.1**	**0.0**	**0.0**	**5.0**	**4.6**	**-**	**-**	**0.7**	**Sep-21**
Blmbg. U.S. Aggregate Index			*-1.8*	*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*-0.3*	
PGIM Total Return Bond	4,632,937	13.5	-2.0	0.0	0.0	4.9	-	-	-	5.0	Feb-25
Blmbg. U.S. Aggregate Index			*-1.8*	*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*5.7*	
Dodge & Cox Income	4,647,199	13.5	-2.1	0.0	0.0	5.3	5.0	-	-	1.1	Sep-21
Blmbg. U.S. Aggregate Index			*-1.8*	*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*-0.3*	
Total Alternatives	**5,140,487**	**15.0**	**-2.2**	**0.4**	**0.4**	**9.1**	**10.3**	**-**	**-**	**4.2**	**Sep-21**
Custom Alts Index			*-5.4*	*-0.1*	*-0.1*	*13.3*	*11.5*	-	-	*4.8*	
Swan Hedged Equity US ETF	1,716,280	5.0	-2.7	-2.0	-2.0	13.2	12.4	-	-	6.6	Sep-21
60% S&P 500 / 40% Bloomberg US Aggregate			*-3.7*	*-2.6*	*-2.6*	*12.4*	*12.4*	*7.4*	*9.4*	*5.9*	
PGIM Global Real Estate Fund	685,669	2.0	-8.4	3.1	3.1	11.5	8.2	-	-	-0.1	Sep-21
FTSE EPRA/NAREIT Developed Index			*-8.9*	*1.3*	*1.3*	*10.1*	*7.9*	*2.8*	*2.6*	*-0.1*	
Cliffwater Corporate Lending	1,798,707	5.2	0.3	1.0	1.0	7.6	-	-	-	9.7	Mar-24
Morningstar LSTA U.S. Leveraged Loan			*0.5*	*-0.6*	*-0.6*	*4.8*	*8.0*	*5.9*	*5.6*	*6.0*	
Apollo Diversified Real Estate Fund	939,832	2.7	-1.2	1.7	1.7	3.0	-	-	-	4.2	Mar-24
NCREIF National Property Index (3 month lag)			*1.2*	*1.2*	*1.2*	*4.9*	*-1.0*	*3.8*	*3.8*	*1.0*	
Total Cash	**175,912**	**0.5**	**0.2**	**1.0**	**1.0**	**4.6**	**5.0**	**-**	**-**	**3.8**	**Sep-21**
90 Day U.S. Treasury Bill			*0.3*	*0.8*	*0.8*	*4.0*	*4.7*	*3.3*	*2.7*	*3.6*	

El Camino Real OPEB-Total Composite

As of March 31, 2026

Benchmark History

From Date	To Date	Benchmark
Total Composite		
09/01/2021	Present	40.00% Blmbg. U.S. Aggregate Index, 60.00% MSCI AC World Index (Net)
Custom Alts Index		
09/01/2021	Present	32.00% FTSE EPRA/NAREIT Developed Index, 11.00% S&P Global Infrastructure, 57.00% 60% S&P 500 / 40% Bloomberg US Aggregate

El Camino Real GA-Total Composite

Total Composite
As of March 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	3 Mo	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**7,598,553**	**100.0**	**-1.1**	**-1.1**	**8.6**	**7.8**	**-**	**-**	**2.9**	**Aug-21**
Policy Index			*-1.0*	*-1.0*	*8.9*	*7.5*	*-*	*-*	*2.4*	*Aug-21*
Total Equity	**2,397,266**	**31.5**	**-3.3**	**-3.3**	**16.8**	**15.3**	**-**	**-**	**7.3**	**Aug-21**
MSCI AC World Index (Net)			*-3.2*	*-3.2*	*20.0*	*16.6*	*9.5*	*11.6*	*8.4*	*Aug-21*
Total Domestic Equity	**1,510,062**	**19.9**	**-5.0**	**-5.0**	**13.9**	**15.8**	**-**	**-**	**7.3**	**Aug-21**
Russell 3000 Index			*-4.0*	*-4.0*	*18.1*	*17.9*	*10.9*	*13.8*	*9.4*	*Aug-21*
Total International Equity	**887,204**	**11.7**	**-0.2**	**-0.2**	**21.3**	**13.4**	**-**	**-**	**7.1**	**Aug-21**
MSCI AC World ex USA (Net)			*-0.7*	*-0.7*	*24.9*	*14.5*	*7.0*	*8.5*	*6.7*	*Aug-21*
Total Fixed	**4,808,394**	**63.3**	**0.0**	**0.0**	**4.8**	**4.6**	**-**	**-**	**0.9**	**Aug-21**
Blmbg. U.S. Aggregate Index			*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*-0.3*	*Aug-21*
Total Alternatives	**378,602**	**5.0**	**-2.0**	**-2.0**	**13.2**	**11.1**	**-**	**-**	**4.6**	**Aug-21**
Custom Alts Index			*-2.6*	*-2.6*	*12.4*	*12.4*	*-*	*-*	*6.2*	*Aug-21*
Total Cash	**14,292**	**0.2**	**0.9**	**0.9**	**5.8**	**5.6**	**-**	**-**	**4.1**	**Aug-21**
90 Day U.S. Treasury Bill			*0.8*	*0.8*	*4.0*	*4.7*	*3.3*	*2.7*	*3.6*	*Aug-21*

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	1,510,062	19.9	20.0	10.0 - 30.0	-0.1	Yes
International Equity	887,204	11.7	5.0	0.0 - 15.0	6.7	Yes
Fixed Income	4,808,394	63.3	70.0	50.0 - 90.0	-6.7	Yes
Alternatives	378,602	5.0	5.0	0.0 - 15.0	0.0	Yes
Cash	14,292	0.2	0.0	0.0 - 20.0	0.2	Yes
Total	7,598,553	100.0	100.0		0.0	

El Camino Real GA-Total Composite

Total Portfolio

As of March 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	3 Mo	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**7,598,553**	**100.0**	**-1.1**	**-1.1**	**8.6**	**7.8**	**-**	**-**	**2.9**	**Aug-21**
Policy Index			*-1.0*	*-1.0*	*8.9*	*7.5*	*-*	*-*	*2.4*	
Total Equity	**2,397,266**	**31.5**	**-3.3**	**-3.3**	**16.8**	**15.3**	**-**	**-**	**7.3**	**Aug-21**
MSCI AC World Index (Net)			*-3.2*	*-3.2*	*20.0*	*16.6*	*9.5*	*11.6*	*8.4*	
Total Domestic Equity	**1,510,062**	**19.9**	**-5.0**	**-5.0**	**13.9**	**15.8**	**-**	**-**	**7.3**	**Aug-21**
Russell 3000 Index			*-4.0*	*-4.0*	*18.1*	*17.9*	*10.9*	*13.8*	*9.4*	
Fiduciary Management: Large Cap	224,925	3.0	-5.1	-5.1	-0.8	8.9	-	-	5.0	Aug-21
Russell 1000 Value Index			*2.1*	*2.1*	*15.9*	*14.3*	*9.4*	*10.6*	*8.8*	
Schwab Large Cap Value	220,288	2.9	2.1	2.1	15.9	14.3	-	-	14.3	Apr-23
Russell 3000 Value Index			*2.2*	*2.2*	*16.4*	*14.3*	*9.2*	*10.5*	*14.3*	
Vanguard S&P 500 ETF	700,926	9.2	-4.4	-4.4	17.7	18.3	-	-	10.4	Aug-21
S&P 500			*-4.3*	*-4.3*	*17.8*	*18.3*	*12.1*	*14.4*	*10.5*	
Schwab US Large Cap Growth Index	363,923	4.8	-9.8	-9.8	18.7	21.1	-	-	21.8	Nov-22
Russell 1000 Growth Index			*-9.8*	*-9.8*	*18.8*	*21.2*	*12.8*	*17.0*	*21.9*	
Total International Equity	**887,204**	**11.7**	**-0.2**	**-0.2**	**21.3**	**13.4**	**-**	**-**	**7.1**	**Aug-21**
MSCI AC World ex USA (Net)			*-0.7*	*-0.7*	*24.9*	*14.5*	*7.0*	*8.5*	*6.7*	
Artisan International Value Instl	336,800	4.4	-0.5	-0.5	15.8	13.3	-	-	9.3	Aug-21
MSCI EAFE Value Index (Net)			*2.0*	*2.0*	*30.1*	*19.9*	*12.2*	*10.4*	*12.5*	
American Funds Europacific Growth	313,782	4.1	-2.9	-2.9	22.3	11.7	-	-	3.2	Aug-21
MSCI EAFE Growth Index (Net)			*-4.7*	*-4.7*	*12.7*	*7.5*	*3.5*	*6.9*	*1.9*	
Lazard Emerging Markets Equity Advantage	236,621	3.1	3.8	3.8	-	-	-	-	6.4	Dec-25
MSCI Emerging Markets (Net)			*-0.2*	*-0.2*	*29.6*	*14.8*	*3.7*	*6.6*	*2.8*	

El Camino Real GA-Total Composite

Total Portfolio

As of March 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	3 Mo	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Fixed	**4,808,394**	**63.3**	**0.0**	**0.0**	**4.8**	**4.6**	**-**	**-**	**0.9**	**Aug-21**
Blmbg. U.S. Aggregate Index			*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*-0.3*	
Dodge & Cox Income	1,833,781	24.1	0.0	0.0	5.3	5.0	-	-	1.1	Aug-21
Blmbg. U.S. Aggregate Index			*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*-0.3*	
PGIM Total Return Bond	1,829,305	24.1	0.0	0.0	4.9	-	-	-	5.0	Feb-25
Blmbg. U.S. Aggregate Index			*0.0*	*0.0*	*4.3*	*3.6*	*0.3*	*1.6*	*5.7*	
PIMCO Low Duration	1,145,308	15.1	0.0	0.0	3.8	4.7	-	-	2.0	Aug-21
Bloomberg U.S. Government 1-3 Year Index			*0.3*	*0.3*	*3.8*	*4.1*	*1.8*	*2.1*	*1.9*	
Total Alternatives	**378,602**	**5.0**	**-2.0**	**-2.0**	**13.2**	**11.1**	**-**	**-**	**4.6**	**Aug-21**
Custom Alts Index			*-2.6*	*-2.6*	*12.4*	*12.4*	-	-	*6.2*	
Swan Hedged Equity US ETF	378,602	5.0	-2.0	-2.0	13.2	12.4	-	-	7.0	Aug-21
60% S&P 500 / 40% Bloomberg US Aggregate			*-2.6*	*-2.6*	*12.4*	*12.4*	*7.4*	*9.4*	*6.2*	
Total Cash	**14,292**	**0.2**	**0.9**	**0.9**	**5.8**	**5.6**	**-**	**-**	**4.1**	**Aug-21**
90 Day U.S. Treasury Bill			*0.8*	*0.8*	*4.0*	*4.7*	*3.3*	*2.7*	*3.6*	
FIRST AM US TREAS MM CL Z	14,292	0.2	0.9	0.9	5.8	5.6	-	-	4.1	Aug-21
90 Day U.S. Treasury Bill			*0.8*	*0.8*	*4.0*	*4.7*	*3.3*	*2.7*	*3.6*	

El Camino Real GA-Total Composite

As of March 31, 2026

Benchmark History

From Date	To Date	Benchmark
Total Composite		
08/01/2021	Present	70.00% Blmbg. U.S. Aggregate Index, 30.00% MSCI AC World Index (Net)
Custom Alts Index		
08/01/2021	Present	100.00% 60% S&P 500 / 40% Bloomberg US Aggregate

Performance Disclosures

General Disclosure: This information is confidential and proprietary and may not be reproduced or used for any reason other than the purposes expressed by Beacon Pointe Advisors, LLC ("BPA") without the prior written consent of BPA.

Performance Disclosure: Past performance is not indicative of future results. Therefore, no current or prospective client should assume that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the advisor) will be profitable or equal to past performance levels. All investment strategies have the potential to profit or loss. Changes in investment strategies, contributions, or withdrawals may materially alter the performance and results of your portfolio. Performance includes the reinvestment of all income and dividends and is net of investment manager fees. The composite performance is **gross of BPA fees**. Valuations and returns are stated in U.S. dollars. BPA's fee schedule is disclosed in the client's signed agreement, and the individual subadvisor's fee schedules are disclosed in their Form ADV Part 2. Upon request, BPA will provide clients copies of the BP agreement and the subadvisor's Form ADV Part 2.

Risks: An investment in the strategy presented herein has risks, including losing some or all of the invested capital. Asset allocation, diversification, and rebalancing do not ensure a profit or protect against loss in declining markets. No guarantee or representation is made that the described strategy will be successful, and investment results may vary substantially over time. Carefully consider the risks and suitability of the described strategy.

No Independent Verification: BPA has exercised all reasonable professional care in preparing the information. However, BPA has not independently verified or attested to the accuracy or authenticity of the information, including any investment performance measurement.

Indices: Indices are not available for direct investment and do not reflect the deduction of any fees. Performance for blended benchmarks is calculated based on allocations rebalanced back to the stated targets every quarter and are not adjusted for transaction costs or management fees, the incurrence of which would decrease historical performance results. Economic factors, market conditions, and investment strategies will affect the performance of any portfolio, and there are no assurances that it will match or outperform any particular benchmark.

Performance Disclosures

Alpha: A measure of risk (beta) adjusted return. Alpha measures the difference between a portfolio's actual returns and what it might be expected to deliver based on its level of risk. Theoretically, higher risk should equate to a higher return. A positive alpha means the fund has beaten expectations. A negative alpha indicates that the fund has failed to match expected performance, given its level of risk. If two managers have the same return, but one has a lower beta, that manager would have a higher alpha.

Annualized Return: The average amount of money earned by an investment each year over a given time period. An annualized total return provides only a snapshot of an investment's performance and does not give investors any indication of its volatility. Annualized total return merely provides a geometric average, rather than an arithmetic average.

Beta: Beta represents the systematic risk of a portfolio and measures its sensitivity to a benchmark. A portfolio with a beta of one is as risky as the benchmark and would, therefore, provide expected returns equal to those of the market benchmark during both up and down periods. A portfolio with a beta of two would move approximately twice as much as the benchmark.

Cumulative Return: The aggregate amount that an investment has gained or lost over time, independent of the period involved. Presented as a percentage, the cumulative return is the raw mathematical return of the following calculation: (Current Price of Security) – (Original Price of Security) / (Original Price of Security).

Excess Returns: Excess return represents the difference between the returns of two portfolios. In a typical application, excess return provides a measure of the difference between a manager's return and the return of a benchmark for that manager. In the context of a beta benchmark, excess return refers to the difference between a manager or market benchmark and T bills. A positive excess return implies that the manager outperformed the benchmark.

Maximum Drawdown: A risk metric indicating capital preservation, the maximum drawdown measures the peak to trough loss of investment.

Sharpe Ratio: Represents the added value over the risk free rate per unit of volatility risk.

Standard Deviation: Shows how much variation or dispersion exists from the average (mean) or expected value. The more spread apart the data, the higher the deviation. In Finance, standard deviation is applied to the annual rate of return of an investment to measure the investment’s volatility.

Up/down Capture: The up and down capture is a measure of how well a manager could replicate or improve on phases of positive benchmark returns and how badly the manager was affected by phases of negative benchmark returns.

Glossary of Indices

Bloomberg US Aggregate: The index measures the performance of the U.S. investment grade bond market. The index invests in a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States – including government, corporate, mortgage-backed, and asset-backed securities.

Bloomberg Intermediate US Government/Credit Bond Index: The index is a broad-based flagship benchmark that measures the non-securitized component of the US Aggregate Index with less than 10 years to maturity. The index includes investment grade, US dollar-denominated, fixed-rate treasuries, government-related and corporate securities.

ICE BofA 1-10Y US Muni Index: The index tracks the performance of U.S. dollar denominated investment grade tax-exempt debt with less than 10 years to maturity that are publicly issued by U.S. states and territories, and their political subdivisions, in the U.S. domestic market.

Bloomberg 1-10 Year Managed Money (MM) Index: A subset of the Bloomberg Municipal Managed Money Index, representing bonds with one to ten years to maturity. The Bloomberg Municipal Managed Money Index is a rules-based, market-value weighted engineered for the tax-exempt bond market. All bonds in the National Municipal Bond Index must be rated Aa3/AA- or higher by at least two of the following statistical ratings agencies: Moody's, S&P and Fitch.

ICE BofAML 3-Month T-Bill Index: The index is an unmanaged index that measures returns of three-month Treasury Bills.

Bloomberg US Corporate High Yield Bond Index: Measures the USD-denominated, high yield, fixed-rate corporate bond market. Securities are classified as high yield if the middle rating of Moody's, Fitch and S&P is Ba1/BB+/BB+ or below. Bonds from issuers with an emerging markets country of risk, based on Barclays EM country definition, are excluded.

Bloomberg Global High Yield Index: The Index is a multi-currency flagship measure of the global high yield debt market. The index represents the union of the US High Yield, the Pan-European High Yield, and Emerging Markets (EM) Hard Currency High Yield Indices. The high yield and emerging markets sub-components are mutually exclusive.

Bloomberg Municipal Bond Index: a broad-based benchmark that measures the investment grade, US dollar-denominated, fixed tax-exempt bond market. The index includes state and local general obligation, revenue, insured, and pre-refunded bonds. The Municipal Index was incepted in January 1980.

FTSE World Government Bond Index (WGBI): Measures the performance of fixed-rate, local currency, investment-grade sovereign bonds. The WGBI is a widely used benchmark that currently includes sovereign debt from over 20 countries, denominated in a variety of currencies, and has more than 30 years of history available. The WGBI provides a broad benchmark for the global sovereign fixed income market. Sub-indexes are available in any combination of currency, maturity, or rating.

Bloomberg Emerging Markets Hard Currency Aggregate Index: The index is a flagship hard currency Emerging Markets debt benchmark that includes USD-denominated debt from sovereign, quasi-sovereign, and corporate EM issuers.

Glossary of Indices

FTSE NAREIT Composite: The Index series is designed to present investors with a comprehensive family of REIT performance indexes that spans the commercial real estate space across the US economy. The index series provides investors with exposure to all investment and property sectors. In addition, the more narrowly focused property sector and sub-sector indexes provide the facility to concentrate commercial real estate exposure in more selected markets.

S&P Global Natural Resources Index: The index includes 90 of the largest publicly-traded companies in natural resources and commodities businesses that meet specific investability requirements, offering investors diversified and investable equity exposure across 3 primary commodity-related sectors: agribusiness, energy, and metals & mining.

Bloomberg Commodity Index: The index is calculated on an excess return basis and reflects commodity futures price movements. The index rebalances annually weighted 2/3 by trading volume and 1/3 by world production and weight-caps are applied at the commodity, sector and group level for diversification. Roll period typically occurs from 6th-10th business day based on the roll schedule.

MSCI ACWI: Captures large and mid cap representation across 23 Developed Markets (DM) and 24 Emerging Markets (EM) countries. With approximately 2,900 constituents, the index covers approximately 85% of the global investable equity opportunity set.

MSCI ACWI ex USA Index: Captures large and mid cap representation across 22 of 23 Developed Markets (DM) countries (excluding the US) and 24 Emerging Markets (EM) countries. With approximately 2,300 constituents, the index covers approximately 85% of the global equity opportunity set outside the US.

MSCI EAFE Index: A broadly recognized benchmark for U.S. investors to measure international equity performance. The index captures large and mid cap representation across 21 Developed Markets countries around the world, excluding the US and Canada.

MSCI Emerging Markets Index: A free float-adjusted market capitalization index that is designed to measure large and mid cap equity market performance of emerging markets. The index consists of the following 24 emerging market countries: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Kuwait, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

Russell 1000 Index: Measures the performance of the large-cap segment of the U.S. equity universe. It is a subset of the Russell 3000® Index and includes approximately 1000 of the largest securities based on a combination of their market cap and current index membership. The Russell 1000 represents approximately 93% of the U.S. market. The Russell 1000 Index is constructed to provide a comprehensive and unbiased barometer for the large-cap segment and is completely reconstituted annually to ensure new and growing equities are reflected.

Russell 1000 Growth Index: Measures the performance of the large-cap growth segment the U.S. equity universe. It includes those Russell 1000 companies with higher price-to-book ratios and higher forecasted growth values. The Russell 1000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the large-cap growth segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect growth characteristics.

Glossary of Indices

Russell 1000 Value Index: Measures the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000 companies with lower price-to-book ratios and lower expected growth values. The Russell 1000 Value Index is constructed to provide a comprehensive and unbiased barometer for the large-cap value segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect value characteristics.

Russell 2000 Index: Measures the performance of the small-cap segment of the US equity universe. The Russell 2000 Index is a subset of the Russell 3000® Index representing approximately 7% of the total market capitalization of that index. It includes approximately 2,000 of the smallest securities based on a combination of their market cap and current index membership. The Russell 2000 is constructed to provide a comprehensive and unbiased small-cap barometer and is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set.

Russell 2000 Growth Index: Measures the performance of the small-cap growth segment of the US equity universe. It includes those Russell 2000 companies with higher price-to-value ratios and higher forecasted growth values. The Russell 2000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the small-cap growth segment. The index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect growth characteristics.

Russell 2000 Value Index: Measures the performance of small-cap value segment of the U.S. equity universe. It includes those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values. The Russell 2000 Value Index is constructed to provide a comprehensive and unbiased barometer for the small-cap value segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect value characteristics.

Russell 3000 Index: Measures the performance of the largest 3,000 U.S. companies representing approximately 96% of the investable U.S. equity market. The Russell 3000 Index is constructed to provide a comprehensive, unbiased and stable barometer of the broad market and is completely reconstituted annually to ensure new and growing equities are reflected.

Russell Midcap Index: Measures the performance of the mid-cap segment of the U.S. equity universe. The Russell Midcap Index is a subset of the Russell 1000® Index. It includes approximately 800 of the smallest securities based on a combination of their market cap and current index membership. The Russell Midcap Index represents approximately 31% of the total market capitalization of the Russell 1000 companies. The Russell Midcap Index is constructed to provide a comprehensive and unbiased barometer for the mid-cap segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true mid-cap opportunity set.

S&P 500: A free-float market capitalization weighted index of 500 of the largest U.S. companies. The index is calculated on a total return basis with dividends reinvested and is not available for direct investment.

BEACON POINTE
INSTITUTIONAL INVESTMENT ADVISORS

EL CAMINO REAL CHARTER HIGH SCHOOL

As of APRIL 30, 2026

Beacon Pointe Headquarters
24 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660
(949) 718-1600

El Camino Real High School

As of April 30, 2026

Major Benchmark Returns

	Quarter	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs
US Equity						
S&P 500 Index	4.2	5.7	31.1	21.7	13.1	15.3
Russell 1000 Index	4.1	5.5	30.4	21.5	12.3	15.0
Russell 1000 Growth Index	2.5	1.0	30.6	25.4	13.8	18.3
Russell 1000 Value Index	5.6	10.4	29.3	16.8	10.3	11.2
Russell Midcap Index	5.5	8.7	25.8	16.2	7.7	11.6
Russell 2000 Index	7.5	13.2	44.4	18.2	5.7	11.0
Russell 2000 Growth Index	7.2	11.5	42.6	18.0	4.0	11.2
Russell 2000 Value Index	7.7	15.1	46.3	18.3	7.3	10.4
Russell 3000 Index	4.2	5.8	31.0	21.3	11.9	14.8
International Equity						
MSCI AC World Index	3.7	6.8	31.5	20.4	11.2	12.8
MSCI AC World ex USA (Net)	2.7	8.9	32.2	17.4	8.4	9.1
MSCI EAFE (Net)	0.9	6.1	24.6	15.3	8.8	8.8
Fixed Income						
90 Day U.S. Treasury Bill	0.9	1.1	3.9	4.7	3.4	2.3
Blmbg. U.S. Aggregate Index	0.0	0.1	4.1	3.5	0.2	1.7
Blmbg. U.S. Government Index	0.0	-0.1	2.5	2.4	-0.3	1.1
Real Estate						
FTSE NAREIT All REITs Index	9.5	12.6	13.8	9.3	3.6	6.3
NCREIF Property Index						
Inflation						
CPI - All Urban Consumers (Unadjusted)	2.4	2.8	3.8	3.2	4.5	3.4

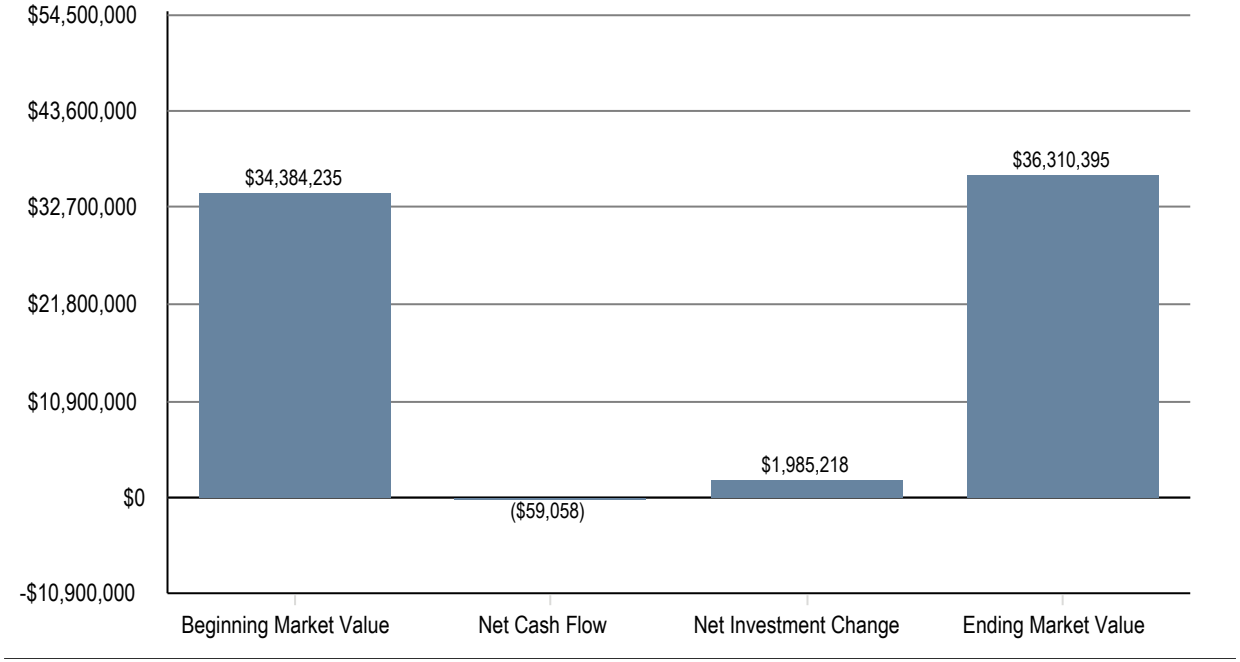
El Camino Real OPEB-Total Composite

Total Composite
As of April 30, 2026

Summary of Cash Flows

	Apr-2026	YTD	3 Yrs	5 Yrs
Beginning Market Value	34,384,235	35,315,329	24,224,071	-
Net Cash Flow	-59,058	-329,516	950,670	5,287,026
Net Investment Change	1,985,218	1,324,582	11,135,654	31,023,369
Ending Market Value	36,310,395	36,310,395	36,310,395	36,310,395

Change in Market Value
From April 1, 2026 to April 30, 2026



El Camino Real OPEB-Total Composite

Total Composite
As of April 30, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	Apr-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**36,310,395**	**100.0**	**5.8**	**3.8**	**18.1**	**12.6**	**-**	**-**	**5.4**	**Sep-21**
Policy Index			*6.1*	*4.1*	*19.8*	*13.2*	*-*	*-*	*6.0*	*Sep-21*
Total Equity	**21,564,157**	**59.4**	**9.0**	**5.3**	**25.8**	**17.4**	**-**	**-**	**7.8**	**Sep-21**
MSCI AC World Index (Net)			*10.2*	*6.6*	*31.0*	*19.8*	*10.7*	*12.6*	*10.1*	*Sep-21*
Total Domestic Equity	**13,703,448**	**37.7**	**9.2**	**3.7**	**23.4**	**18.2**	**-**	**-**	**8.2**	**Sep-21**
Russell 3000 Index			*10.2*	*5.8*	*31.0*	*21.3*	*11.9*	*14.8*	*11.0*	*Sep-21*
Total International Equity	**7,860,709**	**21.6**	**8.5**	**8.1**	**29.6**	**16.0**	**-**	**-**	**7.3**	**Sep-21**
MSCI AC World ex USA (Net)			*9.7*	*8.9*	*32.2*	*17.4*	*8.4*	*9.5*	*8.4*	*Sep-21*
Total Fixed	**9,305,183**	**25.6**	**0.3**	**0.3**	**5.2**	**4.5**	**-**	**-**	**0.8**	**Sep-21**
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*-0.2*	*Sep-21*
Total Alternatives	**5,323,437**	**14.7**	**3.6**	**3.9**	**12.3**	**11.0**	**-**	**-**	**4.9**	**Sep-21**
Custom Alts Index			*6.7*	*6.5*	*20.1*	*13.3*	*-*	*-*	*6.2*	*Sep-21*
Total Cash	**117,618**	**0.3**	**0.4**	**1.4**	**4.7**	**4.9**	**-**	**-**	**3.8**	**Sep-21**
90 Day U.S. Treasury Bill			*0.3*	*1.1*	*3.9*	*4.7*	*3.4*	*2.7*	*3.6*	*Sep-21*

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	13,703,448	37.7	35.0	20.0 - 50.0	2.7	Yes
International Equity	7,860,709	21.6	20.0	10.0 - 30.0	1.6	Yes
Fixed Income	9,305,183	25.6	30.0	20.0 - 50.0	-4.4	Yes
Alternatives	5,323,437	14.7	15.0	0.0 - 25.0	-0.3	Yes
Cash	117,618	0.3	0.0	0.0 - 10.0	0.3	Yes
Total	36,310,395	100.0	100.0		0.0	

El Camino Real OPEB-Total Composite

Total Portfolio

As of April 30, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	Apr-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**36,310,395**	**100.0**	**5.8**	**3.8**	**18.1**	**12.6**	**-**	**-**	**5.4**	**Sep-21**
Policy Index			*6.1*	*4.1*	*19.8*	*13.2*	-	-	*6.0*	
Total Equity	**21,564,157**	**59.4**	**9.0**	**5.3**	**25.8**	**17.4**	**-**	**-**	**7.8**	**Sep-21**
MSCI AC World Index (Net)			*10.2*	*6.6*	*31.0*	*19.8*	*10.7*	*12.6*	*10.1*	
Total Domestic Equity	**13,703,448**	**37.7**	**9.2**	**3.7**	**23.4**	**18.2**	**-**	**-**	**8.2**	**Sep-21**
Russell 3000 Index			*10.2*	*5.8*	*31.0*	*21.3*	*11.9*	*14.8*	*11.0*	
Fiduciary Management: Large Cap Instl	2,447,931	6.7	4.6	-0.6	6.3	10.1	-	-	5.9	Sep-21
Russell 1000 Value Index			*8.2*	*10.4*	*29.3*	*16.8*	*10.3*	*11.3*	*10.1*	
Schwab US Large Cap Value Index	1,124,087	3.1	8.1	10.4	29.2	16.7	-	-	15.6	Nov-22
Russell 1000 Value Index			*8.2*	*10.4*	*29.3*	*16.8*	*10.3*	*11.3*	*15.7*	
Vanguard S&P 500 ETF	6,429,425	17.7	10.5	5.7	31.1	21.6	-	-	12.1	Sep-21
S&P 500 Index			*10.5*	*5.7*	*31.1*	*21.7*	*13.1*	*15.4*	*12.1*	
Schwab US Large Cap Growth Index	2,810,095	7.7	11.9	0.9	30.6	25.4	-	-	25.2	Nov-22
Russell 1000 Growth Index			*11.9*	*1.0*	*30.6*	*25.4*	*13.8*	*18.1*	*25.2*	
Virtus Kar Mid Cap Core I	891,910	2.5	6.8	2.6	8.1	-	-	-	6.9	Dec-23
Russell Midcap Index			*7.3*	*8.7*	*25.8*	*16.2*	*7.7*	*11.0*	*18.1*	
Total International Equity	**7,860,709**	**21.6**	**8.5**	**8.1**	**29.6**	**16.0**	**-**	**-**	**7.3**	**Sep-21**
MSCI AC World ex USA (Net)			*9.7*	*8.9*	*32.2*	*17.4*	*8.4*	*9.5*	*8.4*	
Artisan International Value Instl	3,072,297	8.5	5.4	4.9	20.6	14.5	-	-	10.5	Sep-21
MSCI EAFE Value Index (Net)			*6.1*	*8.2*	*32.6*	*20.9*	*13.1*	*11.0*	*13.6*	
American Europacific F3	2,796,820	7.7	8.4	5.3	28.9	14.3	-	-	4.3	Sep-21
MSCI EAFE Growth Index (Net)			*9.0*	*3.9*	*16.8*	*9.8*	*4.5*	*7.8*	*3.2*	

El Camino Real OPEB-Total Composite

Total Portfolio

As of April 30, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	Apr-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Lazard Emerging Markets Eq Advantage	1,991,593	5.5	13.8	18.2	52.1	23.4	-	-	24.2	Oct-22
MSCI Emerging Markets (Net)			*14.7*	*14.5*	*46.7*	*20.7*	*6.1*	*8.4*	*21.0*	
Total Fixed	**9,305,183**	**25.6**	**0.3**	**0.3**	**5.2**	**4.5**	**-**	**-**	**0.8**	**Sep-21**
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*-0.2*	
PGIM Total Return Bond	4,650,677	12.8	0.4	0.4	5.2	-	-	-	5.0	Feb-25
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*5.4*	
Dodge & Cox Income	4,654,506	12.8	0.2	0.2	5.2	4.8	-	-	1.1	Sep-21
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*-0.2*	
Total Alternatives	**5,323,437**	**14.7**	**3.6**	**3.9**	**12.3**	**11.0**	**-**	**-**	**4.9**	**Sep-21**
Custom Alts Index			*6.7*	*6.5*	*20.1*	*13.3*	-	-	*6.2*	
Swan Hedged Equity US ETF	1,809,389	5.0	5.4	3.3	17.9	14.0	-	-	7.7	Sep-21
60% S&P 500 / 40% Bloomberg US Aggregate			*6.3*	*3.6*	*19.8*	*14.2*	*8.0*	*10.0*	*7.2*	
PGIM Global Real Estate Fund	744,464	2.1	8.6	11.9	19.9	10.3	-	-	1.7	Sep-21
FTSE EPRA/NAREIT Developed Index			*8.6*	*10.0*	*18.3*	*10.1*	*3.2*	*4.0*	*1.7*	
Cliffwater Corporate Lending	1,812,726	5.0	0.8	1.7	8.1	-	-	-	9.7	Mar-24
Morningstar LSTA U.S. Leveraged Loan			*1.3*	*0.7*	*6.2*	*8.1*	*6.1*	*5.5*	*6.4*	
Apollo Diversified Real Estate Fund	956,858	2.6	1.8	3.6	5.2	-	-	-	4.9	Mar-24
NCREIF National Property Index (3 month lag)			*0.0*	*1.2*	*4.9*	*-1.0*	*3.8*	*3.8*	*1.0*	
Total Cash	**117,618**	**0.3**	**0.4**	**1.4**	**4.7**	**4.9**	**-**	**-**	**3.8**	**Sep-21**
90 Day U.S. Treasury Bill			*0.3*	*1.1*	*3.9*	*4.7*	*3.4*	*2.7*	*3.6*	

El Camino Real OPEB-Total Composite

As of April 30, 2026

Benchmark History

From Date	To Date	Benchmark
Total Composite		
09/01/2021	Present	40.00% Blmbg. U.S. Aggregate Index, 60.00% MSCI AC World Index (Net)
Custom Alts Index		
09/01/2021	Present	32.00% FTSE EPRA/NAREIT Developed Index, 11.00% S&P Global Infrastructure, 57.00% 60% S&P 500 / 40% Bloomberg US Aggregate

El Camino Real GA-Total Composite

Total Composite
As of April 30, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	Apr-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**7,853,899**	**100.0**	**3.4**	**2.2**	**11.9**	**8.7**	**-**	**-**	**3.6**	**Aug-21**
Policy Index			*3.1*	*2.1*	*11.7*	*8.3*	*-*	*-*	*3.0*	*Aug-21*
Total Equity	**2,619,880**	**33.4**	**9.3**	**5.7**	**27.2**	**18.2**	**-**	**-**	**9.2**	**Aug-21**
MSCI AC World Index (Net)			*10.2*	*6.6*	*31.0*	*19.8*	*10.7*	*12.6*	*10.4*	*Aug-21*
Total Domestic Equity	**1,655,339**	**21.1**	**9.6**	**4.1**	**25.1**	**18.8**	**-**	**-**	**9.2**	**Aug-21**
Russell 3000 Index			*10.2*	*5.8*	*31.0*	*21.3*	*11.9*	*14.8*	*11.5*	*Aug-21*
Total International Equity	**964,541**	**12.3**	**8.7**	**8.5**	**29.2**	**15.9**	**-**	**-**	**8.9**	**Aug-21**
MSCI AC World ex USA (Net)			*9.7*	*8.9*	*32.2*	*17.4*	*8.4*	*9.5*	*8.7*	*Aug-21*
Total Fixed	**4,822,086**	**61.4**	**0.3**	**0.3**	**4.8**	**4.5**	**-**	**-**	**0.9**	**Aug-21**
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*-0.3*	*Aug-21*
Total Alternatives	**399,141**	**5.1**	**5.4**	**3.3**	**17.9**	**12.5**	**-**	**-**	**5.7**	**Aug-21**
Custom Alts Index			*6.3*	*3.6*	*19.8*	*14.2*	*-*	*-*	*7.5*	*Aug-21*
Total Cash	**12,792**	**0.2**	**0.6**	**1.5**	**6.1**	**5.6**	**-**	**-**	**4.2**	**Aug-21**
90 Day U.S. Treasury Bill			*0.3*	*1.1*	*3.9*	*4.7*	*3.4*	*2.7*	*3.6*	*Aug-21*

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	1,655,339	21.1	20.0	10.0 - 30.0	1.1	Yes
International Equity	964,541	12.3	5.0	0.0 - 15.0	7.3	Yes
Fixed Income	4,822,086	61.4	70.0	50.0 - 90.0	-8.6	Yes
Alternatives	399,141	5.1	5.0	0.0 - 15.0	0.1	Yes
Cash	12,792	0.2	0.0	0.0 - 20.0	0.2	Yes
Total	7,853,899	100.0	100.0		0.0	

El Camino Real GA-Total Composite

Total Portfolio

As of April 30, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	Apr-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**7,853,899**	**100.0**	**3.4**	**2.2**	**11.9**	**8.7**	**-**	**-**	**3.6**	**Aug-21**
Policy Index			*3.1*	*2.1*	*11.7*	*8.3*	-	-	*3.0*	
Total Equity	**2,619,880**	**33.4**	**9.3**	**5.7**	**27.2**	**18.2**	**-**	**-**	**9.2**	**Aug-21**
MSCI AC World Index (Net)			*10.2*	*6.6*	*31.0*	*19.8*	*10.7*	*12.6*	*10.4*	
Total Domestic Equity	**1,655,339**	**21.1**	**9.6**	**4.1**	**25.1**	**18.8**	**-**	**-**	**9.2**	**Aug-21**
Russell 3000 Index			*10.2*	*5.8*	*31.0*	*21.3*	*11.9*	*14.8*	*11.5*	
Fiduciary Management: Large Cap	235,078	3.0	4.5	-0.8	5.4	9.7	-	-	5.9	Aug-21
Russell 1000 Value Index			*8.2*	*10.4*	*29.3*	*16.8*	*10.3*	*11.3*	*10.4*	
Schwab Large Cap Value	238,203	3.0	8.1	10.4	29.2	16.7	-	-	16.8	Apr-23
Russell 3000 Value Index			*8.2*	*10.6*	*30.0*	*16.8*	*10.1*	*11.2*	*16.8*	
Vanguard S&P 500 ETF	774,860	9.9	10.5	5.7	31.1	21.6	-	-	12.6	Aug-21
S&P 500			*10.5*	*5.7*	*31.1*	*21.7*	*13.1*	*15.4*	*12.6*	
Schwab US Large Cap Growth Index	407,198	5.2	11.9	0.9	30.6	25.4	-	-	25.2	Nov-22
Russell 1000 Growth Index			*11.9*	*1.0*	*30.6*	*25.4*	*13.8*	*18.1*	*25.2*	
Total International Equity	**964,541**	**12.3**	**8.7**	**8.5**	**29.2**	**15.9**	**-**	**-**	**8.9**	**Aug-21**
MSCI AC World ex USA (Net)			*9.7*	*8.9*	*32.2*	*17.4*	*8.4*	*9.5*	*8.7*	
Artisan International Value Instl	355,017	4.5	5.4	4.9	20.6	14.5	-	-	10.4	Aug-21
MSCI EAFE Value Index (Net)			*6.1*	*8.2*	*32.6*	*20.9*	*13.1*	*11.0*	*13.6*	
American Funds Europacific Growth	340,139	4.3	8.4	5.3	28.9	14.3	-	-	4.9	Aug-21
MSCI EAFE Growth Index (Net)			*9.0*	*3.9*	*16.8*	*9.8*	*4.5*	*7.8*	*3.7*	
Lazard Emerging Markets Equity Advantage	269,384	3.4	13.8	18.2	-	-	-	-	21.2	Dec-25
MSCI Emerging Markets (Net)			*14.7*	*14.5*	*46.7*	*20.7*	*6.1*	*8.4*	*17.9*	

El Camino Real GA-Total Composite

Total Portfolio

As of April 30, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	Apr-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Fixed	**4,822,086**	**61.4**	**0.3**	**0.3**	**4.8**	**4.5**	**-**	**-**	**0.9**	**Aug-21**
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*-0.3*	
Dodge & Cox Income	1,836,665	23.4	0.2	0.2	5.2	4.8	-	-	1.1	Aug-21
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*-0.3*	
PGIM Total Return Bond	1,836,309	23.4	0.4	0.4	5.2	-	-	-	5.0	Feb-25
Blmbg. U.S. Aggregate Index			*0.1*	*0.1*	*4.1*	*3.5*	*0.2*	*1.6*	*5.4*	
PIMCO Low Duration	1,149,112	14.6	0.3	0.3	3.5	4.7	-	-	2.0	Aug-21
Bloomberg U.S. Government 1-3 Year Index			*0.2*	*0.5*	*3.1*	*4.0*	*1.9*	*2.1*	*1.9*	
Total Alternatives	**399,141**	**5.1**	**5.4**	**3.3**	**17.9**	**12.5**	**-**	**-**	**5.7**	**Aug-21**
Custom Alts Index			*6.3*	*3.6*	*19.8*	*14.2*	-	-	*7.5*	
Swan Hedged Equity US ETF	399,141	5.1	5.4	3.3	17.9	14.0	-	-	8.1	Aug-21
60% S&P 500 / 40% Bloomberg US Aggregate			*6.3*	*3.6*	*19.8*	*14.2*	*8.0*	*10.0*	*7.5*	
Total Cash	**12,792**	**0.2**	**0.6**	**1.5**	**6.1**	**5.6**	**-**	**-**	**4.2**	**Aug-21**
90 Day U.S. Treasury Bill			*0.3*	*1.1*	*3.9*	*4.7*	*3.4*	*2.7*	*3.6*	
FIRST AM US TREAS MM CL Z	12,792	0.2	0.6	1.5	6.1	5.6	-	-	4.2	Aug-21
90 Day U.S. Treasury Bill			*0.3*	*1.1*	*3.9*	*4.7*	*3.4*	*2.7*	*3.6*	

El Camino Real GA-Total Composite

As of April 30, 2026

Benchmark History

From Date	To Date	Benchmark
Total Composite		
08/01/2021	Present	70.00% Blmbg. U.S. Aggregate Index, 30.00% MSCI AC World Index (Net)
Custom Alts Index		
08/01/2021	Present	100.00% 60% S&P 500 / 40% Bloomberg US Aggregate

Performance Disclosures

General Disclosure: This information is confidential and proprietary and may not be reproduced or used for any reason other than the purposes expressed by Beacon Pointe Advisors, LLC ("BPA") without the prior written consent of BPA.

Performance Disclosure: Past performance is not indicative of future results. Therefore, no current or prospective client should assume that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the advisor) will be profitable or equal to past performance levels. All investment strategies have the potential to profit or loss. Changes in investment strategies, contributions, or withdrawals may materially alter the performance and results of your portfolio. Performance includes the reinvestment of all income and dividends and is net of investment manager fees. The composite performance is **gross of BPA fees**. Valuations and returns are stated in U.S. dollars. BPA's fee schedule is disclosed in the client's signed agreement, and the individual subadvisor's fee schedules are disclosed in their Form ADV Part 2. Upon request, BPA will provide clients copies of the BP agreement and the subadvisor's Form ADV Part 2.

Risks: An investment in the strategy presented herein has risks, including losing some or all of the invested capital. Asset allocation, diversification, and rebalancing do not ensure a profit or protect against loss in declining markets. No guarantee or representation is made that the described strategy will be successful, and investment results may vary substantially over time. Carefully consider the risks and suitability of the described strategy.

No Independent Verification: BPA has exercised all reasonable professional care in preparing the information. However, BPA has not independently verified or attested to the accuracy or authenticity of the information, including any investment performance measurement.

Indices: Indices are not available for direct investment and do not reflect the deduction of any fees. Performance for blended benchmarks is calculated based on allocations rebalanced back to the stated targets every quarter and are not adjusted for transaction costs or management fees, the incurrence of which would decrease historical performance results. Economic factors, market conditions, and investment strategies will affect the performance of any portfolio, and there are no assurances that it will match or outperform any particular benchmark.

Performance Disclosures

Alpha: A measure of risk (beta) adjusted return. Alpha measures the difference between a portfolio's actual returns and what it might be expected to deliver based on its level of risk. Theoretically, higher risk should equate to a higher return. A positive alpha means the fund has beaten expectations. A negative alpha indicates that the fund has failed to match expected performance, given its level of risk. If two managers have the same return, but one has a lower beta, that manager would have a higher alpha.

Annualized Return: The average amount of money earned by an investment each year over a given time period. An annualized total return provides only a snapshot of an investment's performance and does not give investors any indication of its volatility. Annualized total return merely provides a geometric average, rather than an arithmetic average.

Beta: Beta represents the systematic risk of a portfolio and measures its sensitivity to a benchmark. A portfolio with a beta of one is as risky as the benchmark and would, therefore, provide expected returns equal to those of the market benchmark during both up and down periods. A portfolio with a beta of two would move approximately twice as much as the benchmark.

Cumulative Return: The aggregate amount that an investment has gained or lost over time, independent of the period involved. Presented as a percentage, the cumulative return is the raw mathematical return of the following calculation: (Current Price of Security) – (Original Price of Security) / (Original Price of Security).

Excess Returns: Excess return represents the difference between the returns of two portfolios. In a typical application, excess return provides a measure of the difference between a manager's return and the return of a benchmark for that manager. In the context of a beta benchmark, excess return refers to the difference between a manager or market benchmark and T bills. A positive excess return implies that the manager outperformed the benchmark.

Maximum Drawdown: A risk metric indicating capital preservation, the maximum drawdown measures the peak to trough loss of investment.

Sharpe Ratio: Represents the added value over the risk free rate per unit of volatility risk.

Standard Deviation: Shows how much variation or dispersion exists from the average (mean) or expected value. The more spread apart the data, the higher the deviation. In Finance, standard deviation is applied to the annual rate of return of an investment to measure the investment’s volatility.

Up/down Capture: The up and down capture is a measure of how well a manager could replicate or improve on phases of positive benchmark returns and how badly the manager was affected by phases of negative benchmark returns.

Glossary of Indices

Bloomberg US Aggregate: The index measures the performance of the U.S. investment grade bond market. The index invests in a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States – including government, corporate, mortgage-backed, and asset-backed securities.

Bloomberg Intermediate US Government/Credit Bond Index: The index is a broad-based flagship benchmark that measures the non-securitized component of the US Aggregate Index with less than 10 years to maturity. The index includes investment grade, US dollar-denominated, fixed-rate treasuries, government-related and corporate securities.

ICE BofA 1-10Y US Muni Index: The index tracks the performance of U.S. dollar denominated investment grade tax-exempt debt with less than 10 years to maturity that are publicly issued by U.S. states and territories, and their political subdivisions, in the U.S. domestic market.

Bloomberg 1-10 Year Managed Money (MM) Index: A subset of the Bloomberg Municipal Managed Money Index, representing bonds with one to ten years to maturity. The Bloomberg Municipal Managed Money Index is a rules-based, market-value weighted engineered for the tax-exempt bond market. All bonds in the National Municipal Bond Index must be rated Aa3/AA- or higher by at least two of the following statistical ratings agencies: Moody's, S&P and Fitch.

ICE BofAML 3-Month T-Bill Index: The index is an unmanaged index that measures returns of three-month Treasury Bills.

Bloomberg US Corporate High Yield Bond Index: Measures the USD-denominated, high yield, fixed-rate corporate bond market. Securities are classified as high yield if the middle rating of Moody's, Fitch and S&P is Ba1/BB+/BB+ or below. Bonds from issuers with an emerging markets country of risk, based on Barclays EM country definition, are excluded.

Bloomberg Global High Yield Index: The Index is a multi-currency flagship measure of the global high yield debt market. The index represents the union of the US High Yield, the Pan-European High Yield, and Emerging Markets (EM) Hard Currency High Yield Indices. The high yield and emerging markets sub-components are mutually exclusive.

Bloomberg Municipal Bond Index: a broad-based benchmark that measures the investment grade, US dollar-denominated, fixed tax-exempt bond market. The index includes state and local general obligation, revenue, insured, and pre-refunded bonds. The Municipal Index was incepted in January 1980.

FTSE World Government Bond Index (WGBI): Measures the performance of fixed-rate, local currency, investment-grade sovereign bonds. The WGBI is a widely used benchmark that currently includes sovereign debt from over 20 countries, denominated in a variety of currencies, and has more than 30 years of history available. The WGBI provides a broad benchmark for the global sovereign fixed income market. Sub-indexes are available in any combination of currency, maturity, or rating.

Bloomberg Emerging Markets Hard Currency Aggregate Index: The index is a flagship hard currency Emerging Markets debt benchmark that includes USD-denominated debt from sovereign, quasi-sovereign, and corporate EM issuers.

Glossary of Indices

FTSE NAREIT Composite: The Index series is designed to present investors with a comprehensive family of REIT performance indexes that spans the commercial real estate space across the US economy. The index series provides investors with exposure to all investment and property sectors. In addition, the more narrowly focused property sector and sub-sector indexes provide the facility to concentrate commercial real estate exposure in more selected markets.

S&P Global Natural Resources Index: The index includes 90 of the largest publicly-traded companies in natural resources and commodities businesses that meet specific investability requirements, offering investors diversified and investable equity exposure across 3 primary commodity-related sectors: agribusiness, energy, and metals & mining.

Bloomberg Commodity Index: The index is calculated on an excess return basis and reflects commodity futures price movements. The index rebalances annually weighted 2/3 by trading volume and 1/3 by world production and weight-caps are applied at the commodity, sector and group level for diversification. Roll period typically occurs from 6th-10th business day based on the roll schedule.

MSCI ACWI: Captures large and mid cap representation across 23 Developed Markets (DM) and 24 Emerging Markets (EM) countries. With approximately 2,900 constituents, the index covers approximately 85% of the global investable equity opportunity set.

MSCI ACWI ex USA Index: Captures large and mid cap representation across 22 of 23 Developed Markets (DM) countries (excluding the US) and 24 Emerging Markets (EM) countries. With approximately 2,300 constituents, the index covers approximately 85% of the global equity opportunity set outside the US.

MSCI EAFE Index: A broadly recognized benchmark for U.S. investors to measure international equity performance. The index captures large and mid cap representation across 21 Developed Markets countries around the world, excluding the US and Canada.

MSCI Emerging Markets Index: A free float-adjusted market capitalization index that is designed to measure large and mid cap equity market performance of emerging markets. The index consists of the following 24 emerging market countries: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Kuwait, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

Russell 1000 Index: Measures the performance of the large-cap segment of the U.S. equity universe. It is a subset of the Russell 3000® Index and includes approximately 1000 of the largest securities based on a combination of their market cap and current index membership. The Russell 1000 represents approximately 93% of the U.S. market. The Russell 1000 Index is constructed to provide a comprehensive and unbiased barometer for the large-cap segment and is completely reconstituted annually to ensure new and growing equities are reflected.

Russell 1000 Growth Index: Measures the performance of the large-cap growth segment the U.S. equity universe. It includes those Russell 1000 companies with higher price-to-book ratios and higher forecasted growth values. The Russell 1000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the large-cap growth segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect growth characteristics.

Glossary of Indices

Russell 1000 Value Index: Measures the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000 companies with lower price-to-book ratios and lower expected growth values. The Russell 1000 Value Index is constructed to provide a comprehensive and unbiased barometer for the large-cap value segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect value characteristics.

Russell 2000 Index: Measures the performance of the small-cap segment of the US equity universe. The Russell 2000 Index is a subset of the Russell 3000® Index representing approximately 7% of the total market capitalization of that index. It includes approximately 2,000 of the smallest securities based on a combination of their market cap and current index membership. The Russell 2000 is constructed to provide a comprehensive and unbiased small-cap barometer and is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set.

Russell 2000 Growth Index: Measures the performance of the small-cap growth segment of the US equity universe. It includes those Russell 2000 companies with higher price-to-value ratios and higher forecasted growth values. The Russell 2000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the small-cap growth segment. The index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect growth characteristics.

Russell 2000 Value Index: Measures the performance of small-cap value segment of the U.S. equity universe. It includes those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values. The Russell 2000 Value Index is constructed to provide a comprehensive and unbiased barometer for the small-cap value segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect value characteristics.

Russell 3000 Index: Measures the performance of the largest 3,000 U.S. companies representing approximately 96% of the investable U.S. equity market. The Russell 3000 Index is constructed to provide a comprehensive, unbiased and stable barometer of the broad market and is completely reconstituted annually to ensure new and growing equities are reflected.

Russell Midcap Index: Measures the performance of the mid-cap segment of the U.S. equity universe. The Russell Midcap Index is a subset of the Russell 1000® Index. It includes approximately 800 of the smallest securities based on a combination of their market cap and current index membership. The Russell Midcap Index represents approximately 31% of the total market capitalization of the Russell 1000 companies. The Russell Midcap Index is constructed to provide a comprehensive and unbiased barometer for the mid-cap segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true mid-cap opportunity set.

S&P 500: A free-float market capitalization weighted index of 500 of the largest U.S. companies. The index is calculated on a total return basis with dividends reinvested and is not available for direct investment.

BEACON POINTE
INSTITUTIONAL INVESTMENT ADVISORS

EL CAMINO REAL CHARTER HIGH SCHOOL

As of MAY 31, 2026

Beacon Pointe Headquarters
24 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660
(949) 718-1600

El Camino Real High School

As of May 31, 2026

Major Benchmark Returns

	Quarter	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs
US Equity						
S&P 500 Index	10.5	11.3	29.8	23.6	14.1	15.6
Russell 1000 Index	10.0	10.9	28.8	23.3	13.3	15.4
Russell 1000 Growth Index	13.7	8.2	28.7	26.4	15.7	18.9
Russell 1000 Value Index	6.0	13.7	28.5	19.4	10.4	11.4
Russell Midcap Index	4.5	11.8	22.4	18.5	8.1	11.7
Russell 2000 Index	11.3	18.2	43.1	20.3	6.6	11.2
Russell 2000 Growth Index	13.7	18.0	41.9	20.2	5.8	11.5
Russell 2000 Value Index	8.6	18.3	44.4	20.2	7.3	10.5
Russell 3000 Index	10.0	11.2	29.4	23.2	12.9	15.1
International Equity						
MSCI AC World Index	7.7	12.4	30.8	22.8	12.0	13.4
MSCI AC World ex USA (Net)	2.7	14.4	32.8	20.8	8.8	9.8
MSCI EAFE (Net)	-0.6	9.4	22.8	18.2	8.8	9.3
Fixed Income						
90 Day U.S. Treasury Bill	0.9	1.5	3.9	4.7	3.5	2.3
Blmbg. U.S. Aggregate Index	-1.3	0.4	5.1	3.9	0.2	1.7
Blmbg. U.S. Government Index	-1.7	0.0	3.7	2.8	-0.3	1.1
Real Estate						
FTSE NAREIT All REITs Index	2.2	12.6	12.7	10.9	3.4	6.1
NCREIF Property Index						
Inflation						
CPI - All Urban Consumers (Unadjusted)	2.6	3.4	4.2	3.3	4.5	3.4

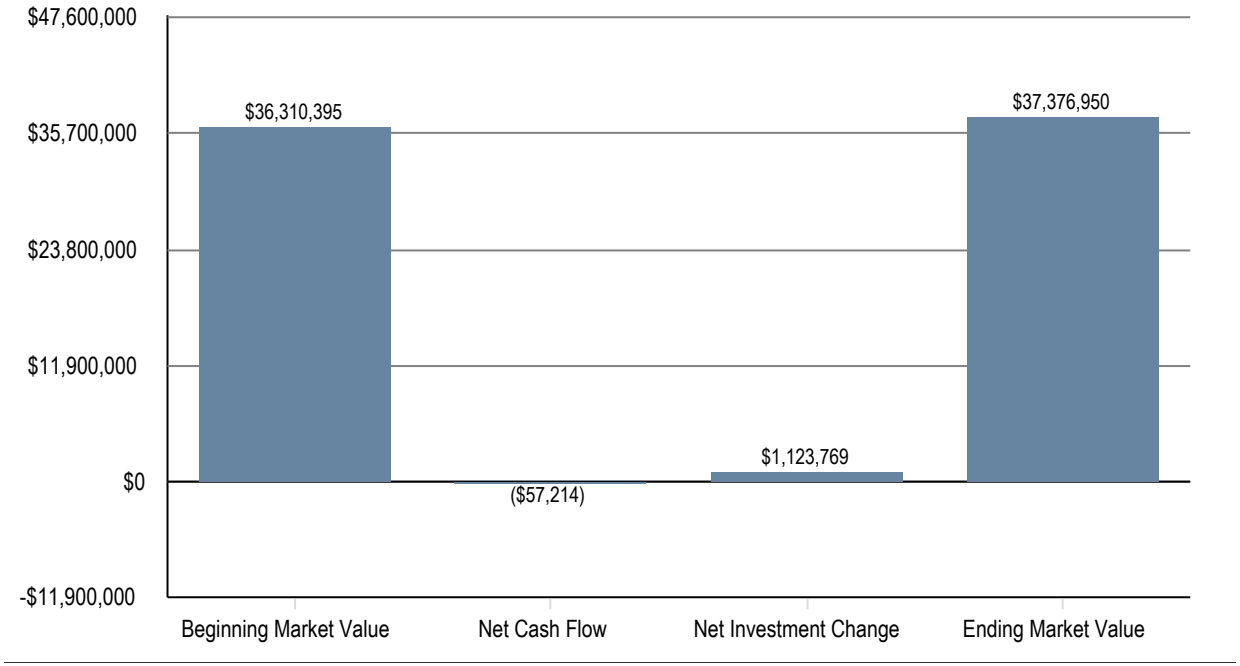
El Camino Real OPEB-Total Composite

Total Composite
As of May 31, 2026

Summary of Cash Flows

	May-2026	YTD	3 Yrs	5 Yrs
Beginning Market Value	36,310,395	35,315,329	24,226,578	-
Net Cash Flow	-57,214	-386,730	673,834	5,229,812
Net Investment Change	1,123,769	2,448,351	12,476,538	32,147,138
Ending Market Value	37,376,950	37,376,950	37,376,950	37,376,950

Change in Market Value
From May 1, 2026 to May 31, 2026



El Camino Real OPEB-Total Composite

Total Composite
As of May 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	May-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**37,376,950**	**100.0**	**3.1**	**7.0**	**17.8**	**14.1**	**-**	**-**	**5.9**	**Sep-21**
Policy Index			*3.2*	*7.5*	*19.8*	*14.8*	*-*	*-*	*6.6*	*Sep-21*
Total Equity	**22,564,265**	**60.4**	**4.6**	**10.2**	**24.9**	**19.5**	**-**	**-**	**8.7**	**Sep-21**
MSCI AC World Index (Net)			*5.2*	*12.1*	*30.3*	*22.3*	*11.5*	*14.4*	*11.0*	*Sep-21*
Total Domestic Equity	**14,227,835**	**38.1**	**3.8**	**7.6**	**20.9**	**19.5**	**-**	**-**	**8.9**	**Sep-21**
Russell 3000 Index			*5.1*	*11.2*	*29.4*	*23.2*	*12.9*	*16.7*	*12.0*	*Sep-21*
Total International Equity	**8,336,430**	**22.3**	**6.1**	**14.6**	**31.8**	**19.5**	**-**	**-**	**8.5**	**Sep-21**
MSCI AC World ex USA (Net)			*5.0*	*14.4*	*32.8*	*20.8*	*8.8*	*11.2*	*9.4*	*Sep-21*
Total Fixed	**9,365,273**	**25.1**	**0.6**	**0.9**	**6.5**	**5.0**	**-**	**-**	**0.9**	**Sep-21**
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*-0.2*	*Sep-21*
Total Alternatives	**5,386,577**	**14.4**	**1.2**	**5.2**	**11.7**	**11.8**	**-**	**-**	**5.1**	**Sep-21**
Custom Alts Index			*1.4*	*8.0*	*17.9*	*14.6*	*-*	*-*	*6.3*	*Sep-21*
Total Cash	**60,835**	**0.2**	**0.6**	**2.0**	**4.8**	**5.0**	**-**	**-**	**3.8**	**Sep-21**
90 Day U.S. Treasury Bill			*0.3*	*1.5*	*3.9*	*4.7*	*3.5*	*2.7*	*3.6*	*Sep-21*

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	14,227,835	38.1	35.0	20.0 - 50.0	3.1	Yes
International Equity	8,336,430	22.3	20.0	10.0 - 30.0	2.3	Yes
Fixed Income	9,365,273	25.1	30.0	20.0 - 50.0	-4.9	Yes
Alternatives	5,386,577	14.4	15.0	0.0 - 25.0	-0.6	Yes
Cash	60,835	0.2	0.0	0.0 - 10.0	0.2	Yes
Total	37,376,950	100.0	100.0		0.0	

El Camino Real OPEB-Total Composite

Total Portfolio

As of May 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	May-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**37,376,950**	**100.0**	**3.1**	**7.0**	**17.8**	**14.1**	**-**	**-**	**5.9**	**Sep-21**
Policy Index			*3.2*	*7.5*	*19.8*	*14.8*	-	-	*6.6*	
Total Equity	**22,564,265**	**60.4**	**4.6**	**10.2**	**24.9**	**19.5**	**-**	**-**	**8.7**	**Sep-21**
MSCI AC World Index (Net)			*5.2*	*12.1*	*30.3*	*22.3*	*11.5*	*14.4*	*11.0*	
Total Domestic Equity	**14,227,835**	**38.1**	**3.8**	**7.6**	**20.9**	**19.5**	**-**	**-**	**8.9**	**Sep-21**
Russell 3000 Index			*5.1*	*11.2*	*29.4*	*23.2*	*12.9*	*16.7*	*12.0*	
Fiduciary Management: Large Cap Instl	2,424,917	6.5	-0.9	-1.5	2.1	10.6	-	-	5.6	Sep-21
Russell 1000 Value Index			*2.9*	*13.7*	*28.5*	*19.4*	*10.4*	*12.9*	*10.6*	
Schwab US Large Cap Value Index	1,157,277	3.1	3.0	13.7	28.5	19.4	-	-	16.2	Nov-22
Russell 1000 Value Index			*2.9*	*13.7*	*28.5*	*19.4*	*10.4*	*12.9*	*16.2*	
Vanguard S&P 500 ETF	6,769,204	18.1	5.3	11.3	29.9	23.6	-	-	13.1	Sep-21
S&P 500 Index			*5.3*	*11.3*	*29.8*	*23.6*	*14.1*	*17.4*	*13.1*	
Schwab US Large Cap Growth Index	3,013,425	8.1	7.2	8.2	28.6	26.4	-	-	27.0	Nov-22
Russell 1000 Growth Index			*7.2*	*8.2*	*28.7*	*26.4*	*15.7*	*20.4*	*27.0*	
Virtus Kar Mid Cap Core I	863,012	2.3	-3.2	-0.7	-0.7	-	-	-	5.2	Dec-23
Russell Midcap Index			*2.9*	*11.8*	*22.4*	*18.5*	*8.1*	*12.5*	*18.8*	
Total International Equity	**8,336,430**	**22.3**	**6.1**	**14.6**	**31.8**	**19.5**	**-**	**-**	**8.5**	**Sep-21**
MSCI AC World ex USA (Net)			*5.0*	*14.4*	*32.8*	*20.8*	*8.8*	*11.2*	*9.4*	
Artisan International Value Instl	3,210,310	8.6	4.5	9.6	22.5	17.5	-	-	11.3	Sep-21
MSCI EAFE Value Index (Net)			*2.1*	*10.4*	*30.1*	*24.0*	*12.8*	*12.3*	*13.8*	
American Europacific F3	2,960,128	7.9	5.8	11.5	28.8	17.7	-	-	5.4	Sep-21
MSCI EAFE Growth Index (Net)			*4.2*	*8.2*	*15.7*	*12.5*	*4.7*	*9.0*	*4.1*	

El Camino Real OPEB-Total Composite

Total Portfolio

As of May 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	May-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Lazard Emerging Markets Eq Advantage	2,165,992	5.8	8.8	28.6	58.2	27.6	-	-	26.4	Oct-22
MSCI Emerging Markets (Net)			*9.7*	*25.6*	*54.3*	*25.2*	*7.5*	*11.0*	*23.6*	
Total Fixed	**9,365,273**	**25.1**	**0.6**	**0.9**	**6.5**	**5.0**	**-**	**-**	**0.9**	**Sep-21**
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*-0.2*	
PGIM Total Return Bond	4,699,806	12.6	0.3	0.7	6.0	-	-	-	4.9	Feb-25
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*5.3*	
Dodge & Cox Income	4,665,467	12.5	0.2	0.4	6.2	5.2	-	-	1.2	Sep-21
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*-0.2*	
Total Alternatives	**5,386,577**	**14.4**	**1.2**	**5.2**	**11.7**	**11.8**	**-**	**-**	**5.1**	**Sep-21**
Custom Alts Index			*1.4*	*8.0*	*17.9*	*14.6*	-	-	*6.3*	
Swan Hedged Equity US ETF	1,874,010	5.0	3.6	7.0	19.1	15.2	-	-	8.4	Sep-21
60% S&P 500 / 40% Bloomberg US Aggregate			*3.3*	*7.0*	*19.5*	*15.5*	*8.6*	*11.0*	*7.8*	
PGIM Global Real Estate Fund	732,730	2.0	-1.6	10.1	14.4	11.3	-	-	1.3	Sep-21
FTSE EPRA/NAREIT Developed Index			*-0.8*	*9.1*	*14.4*	*11.5*	*2.7*	*4.0*	*1.5*	
Cliffwater Corporate Lending	1,821,466	4.9	0.5	2.2	7.4	-	-	-	9.6	Mar-24
Morningstar LSTA U.S. Leveraged Loan			*0.5*	*1.2*	*5.1*	*8.3*	*6.1*	*5.6*	*6.4*	
Apollo Diversified Real Estate Fund	958,371	2.6	0.2	3.7	4.7	-	-	-	4.8	Mar-24
NCREIF National Property Index (3 month lag)			*0.0*	*1.2*	*4.9*	*-1.0*	*3.8*	*3.8*	*1.0*	
Total Cash	**60,835**	**0.2**	**0.6**	**2.0**	**4.8**	**5.0**	**-**	**-**	**3.8**	**Sep-21**
90 Day U.S. Treasury Bill			*0.3*	*1.5*	*3.9*	*4.7*	*3.5*	*2.7*	*3.6*	

El Camino Real OPEB-Total Composite

As of May 31, 2026

Benchmark History

From Date	To Date	Benchmark
Total Composite		
09/01/2021	Present	40.00% Blmbg. U.S. Aggregate Index, 60.00% MSCI AC World Index (Net)
Custom Alts Index		
09/01/2021	Present	32.00% FTSE EPRA/NAREIT Developed Index, 11.00% S&P Global Infrastructure, 57.00% 60% S&P 500 / 40% Bloomberg US Aggregate

El Camino Real GA-Total Composite

Total Composite
As of May 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	May-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**8,027,978**	**100.0**	**2.2**	**4.5**	**12.8**	**9.8**	**-**	**-**	**4.0**	**Aug-21**
Policy Index			*1.8*	*3.9*	*12.3*	*9.3*	*-*	*-*	*3.3*	*Aug-21*
Total Equity	**2,754,474**	**34.3**	**5.1**	**11.1**	**26.9**	**20.5**	**-**	**-**	**10.2**	**Aug-21**
MSCI AC World Index (Net)			*5.2*	*12.1*	*30.3*	*22.3*	*11.5*	*14.4*	*11.4*	*Aug-21*
Total Domestic Equity	**1,730,535**	**21.6**	**4.5**	**8.9**	**23.7**	**20.5**	**-**	**-**	**10.1**	**Aug-21**
Russell 3000 Index			*5.1*	*11.2*	*29.4*	*23.2*	*12.9*	*16.7*	*12.4*	*Aug-21*
Total International Equity	**1,023,939**	**12.8**	**6.2**	**15.1**	**31.5**	**19.6**	**-**	**-**	**10.0**	**Aug-21**
MSCI AC World ex USA (Net)			*5.0*	*14.4*	*32.8*	*20.8*	*8.8*	*11.2*	*9.6*	*Aug-21*
Total Fixed	**4,847,275**	**60.4**	**0.5**	**0.8**	**5.9**	**5.0**	**-**	**-**	**1.0**	**Aug-21**
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*-0.2*	*Aug-21*
Total Alternatives	**413,396**	**5.1**	**3.6**	**7.0**	**19.1**	**14.3**	**-**	**-**	**6.3**	**Aug-21**
Custom Alts Index			*3.3*	*7.0*	*19.5*	*15.5*	*-*	*-*	*8.1*	*Aug-21*
Total Cash	**12,832**	**0.2**	**0.3**	**1.8**	**6.0**	**5.6**	**-**	**-**	**4.2**	**Aug-21**
90 Day U.S. Treasury Bill			*0.3*	*1.5*	*3.9*	*4.7*	*3.5*	*2.7*	*3.6*	*Aug-21*

	Current Balance	Current Allocation	Policy	Policy Range	Difference	Within IPS Range?
US Equity	1,730,535	21.6	20.0	10.0 - 30.0	1.6	Yes
International Equity	1,023,939	12.8	5.0	0.0 - 15.0	7.8	Yes
Fixed Income	4,847,275	60.4	70.0	50.0 - 90.0	-9.6	Yes
Alternatives	413,396	5.1	5.0	0.0 - 15.0	0.1	Yes
Cash	12,832	0.2	0.0	0.0 - 20.0	0.2	Yes
Total	8,027,978	100.0	100.0		0.0	

El Camino Real GA-Total Composite

Total Portfolio

As of May 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	May-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Composite	**8,027,978**	**100.0**	**2.2**	**4.5**	**12.8**	**9.8**	**-**	**-**	**4.0**	**Aug-21**
Policy Index			*1.8*	*3.9*	*12.3*	*9.3*	-	-	*3.3*	
Total Equity	**2,754,474**	**34.3**	**5.1**	**11.1**	**26.9**	**20.5**	**-**	**-**	**10.2**	**Aug-21**
MSCI AC World Index (Net)			*5.2*	*12.1*	*30.3*	*22.3*	*11.5*	*14.4*	*11.4*	
Total Domestic Equity	**1,730,535**	**21.6**	**4.5**	**8.9**	**23.7**	**20.5**	**-**	**-**	**10.1**	**Aug-21**
Russell 3000 Index			*5.1*	*11.2*	*29.4*	*23.2*	*12.9*	*16.7*	*12.4*	
Fiduciary Management: Large Cap	232,827	2.9	-1.0	-1.7	1.2	10.2	-	-	5.6	Aug-21
Russell 1000 Value Index			*2.9*	*13.7*	*28.5*	*19.4*	*10.4*	*12.9*	*10.9*	
Schwab Large Cap Value	245,237	3.1	3.0	13.7	28.5	19.4	-	-	17.4	Apr-23
Russell 3000 Value Index			*2.9*	*13.9*	*29.2*	*19.5*	*10.2*	*12.8*	*17.4*	
Vanguard S&P 500 ETF	815,810	10.2	5.3	11.3	29.9	23.6	-	-	13.5	Aug-21
S&P 500			*5.3*	*11.3*	*29.8*	*23.6*	*14.1*	*17.4*	*13.6*	
Schwab US Large Cap Growth Index	436,661	5.4	7.2	8.2	28.6	26.4	-	-	27.0	Nov-22
Russell 1000 Growth Index			*7.2*	*8.2*	*28.7*	*26.4*	*15.7*	*20.4*	*27.0*	
Total International Equity	**1,023,939**	**12.8**	**6.2**	**15.1**	**31.5**	**19.6**	**-**	**-**	**10.0**	**Aug-21**
MSCI AC World ex USA (Net)			*5.0*	*14.4*	*32.8*	*20.8*	*8.8*	*11.2*	*9.6*	
Artisan International Value Instl	370,966	4.6	4.5	9.6	22.5	17.5	-	-	11.2	Aug-21
MSCI EAFE Value Index (Net)			*2.1*	*10.4*	*30.1*	*24.0*	*12.8*	*12.3*	*13.9*	
American Funds Europacific Growth	360,000	4.5	5.8	11.5	28.8	17.7	-	-	6.1	Aug-21
MSCI EAFE Growth Index (Net)			*4.2*	*8.2*	*15.7*	*12.5*	*4.7*	*9.0*	*4.5*	
Lazard Emerging Markets Equity Advantage	292,973	3.6	8.8	28.6	-	-	-	-	31.8	Dec-25
MSCI Emerging Markets (Net)			*9.7*	*25.6*	*54.3*	*25.2*	*7.5*	*11.0*	*29.4*	

El Camino Real GA-Total Composite

Total Portfolio

As of May 31, 2026

	Allocation		Performance (%)							
	Market Value $	% of Portfolio	May-2026	YTD	1 Yr	3 Yrs	5 Yrs	7 Yrs	Inception	Inception Date
Total Fixed	**4,847,275**	**60.4**	**0.5**	**0.8**	**5.9**	**5.0**	**-**	**-**	**1.0**	**Aug-21**
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*-0.2*	
Dodge & Cox Income	1,840,990	22.9	0.2	0.4	6.2	5.2	-	-	1.1	Aug-21
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*-0.2*	
PGIM Total Return Bond	1,855,708	23.1	0.3	0.7	6.0	-	-	-	4.9	Feb-25
Blmbg. U.S. Aggregate Index			*0.3*	*0.4*	*5.1*	*3.9*	*0.2*	*1.4*	*5.3*	
PIMCO Low Duration	1,150,577	14.3	0.1	0.5	3.8	4.9	-	-	2.0	Aug-21
Bloomberg U.S. Government 1-3 Year Index			*0.1*	*0.6*	*3.5*	*4.2*	*1.9*	*2.0*	*1.9*	
Total Alternatives	**413,396**	**5.1**	**3.6**	**7.0**	**19.1**	**14.3**	**-**	**-**	**6.3**	**Aug-21**
Custom Alts Index			*3.3*	*7.0*	*19.5*	*15.5*	-	-	*8.1*	
Swan Hedged Equity US ETF	413,396	5.1	3.6	7.0	19.1	15.2	-	-	8.7	Aug-21
60% S&P 500 / 40% Bloomberg US Aggregate			*3.3*	*7.0*	*19.5*	*15.5*	*8.6*	*11.0*	*8.1*	
Total Cash	**12,832**	**0.2**	**0.3**	**1.8**	**6.0**	**5.6**	**-**	**-**	**4.2**	**Aug-21**
90 Day U.S. Treasury Bill			*0.3*	*1.5*	*3.9*	*4.7*	*3.5*	*2.7*	*3.6*	
FIRST AM US TREAS MM CL Z	12,832	0.2	0.3	1.8	6.0	5.6	-	-	4.2	Aug-21
90 Day U.S. Treasury Bill			*0.3*	*1.5*	*3.9*	*4.7*	*3.5*	*2.7*	*3.6*	

El Camino Real GA-Total Composite

As of May 31, 2026

Benchmark History

From Date	To Date	Benchmark
Total Composite		
08/01/2021	Present	70.00% Blmbg. U.S. Aggregate Index, 30.00% MSCI AC World Index (Net)
Custom Alts Index		
08/01/2021	Present	100.00% 60% S&P 500 / 40% Bloomberg US Aggregate

Performance Disclosures

General Disclosure: This information is confidential and proprietary and may not be reproduced or used for any reason other than the purposes expressed by Beacon Pointe Advisors, LLC ("BPA") without the prior written consent of BPA.

Performance Disclosure: Past performance is not indicative of future results. Therefore, no current or prospective client should assume that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the advisor) will be profitable or equal to past performance levels. All investment strategies have the potential to profit or loss. Changes in investment strategies, contributions, or withdrawals may materially alter the performance and results of your portfolio. Performance includes the reinvestment of all income and dividends and is net of investment manager fees. The composite performance is **gross of BPA fees**. Valuations and returns are stated in U.S. dollars. BPA's fee schedule is disclosed in the client's signed agreement, and the individual subadvisor's fee schedules are disclosed in their Form ADV Part 2. Upon request, BPA will provide clients copies of the BP agreement and the subadvisor's Form ADV Part 2.

Risks: An investment in the strategy presented herein has risks, including losing some or all of the invested capital. Asset allocation, diversification, and rebalancing do not ensure a profit or protect against loss in declining markets. No guarantee or representation is made that the described strategy will be successful, and investment results may vary substantially over time. Carefully consider the risks and suitability of the described strategy.

No Independent Verification: BPA has exercised all reasonable professional care in preparing the information. However, BPA has not independently verified or attested to the accuracy or authenticity of the information, including any investment performance measurement.

Indices: Indices are not available for direct investment and do not reflect the deduction of any fees. Performance for blended benchmarks is calculated based on allocations rebalanced back to the stated targets every quarter and are not adjusted for transaction costs or management fees, the incurrence of which would decrease historical performance results. Economic factors, market conditions, and investment strategies will affect the performance of any portfolio, and there are no assurances that it will match or outperform any particular benchmark.

Performance Disclosures

Alpha: A measure of risk (beta) adjusted return. Alpha measures the difference between a portfolio's actual returns and what it might be expected to deliver based on its level of risk. Theoretically, higher risk should equate to a higher return. A positive alpha means the fund has beaten expectations. A negative alpha indicates that the fund has failed to match expected performance, given its level of risk. If two managers have the same return, but one has a lower beta, that manager would have a higher alpha.

Annualized Return: The average amount of money earned by an investment each year over a given time period. An annualized total return provides only a snapshot of an investment's performance and does not give investors any indication of its volatility. Annualized total return merely provides a geometric average, rather than an arithmetic average.

Beta: Beta represents the systematic risk of a portfolio and measures its sensitivity to a benchmark. A portfolio with a beta of one is as risky as the benchmark and would, therefore, provide expected returns equal to those of the market benchmark during both up and down periods. A portfolio with a beta of two would move approximately twice as much as the benchmark.

Cumulative Return: The aggregate amount that an investment has gained or lost over time, independent of the period involved. Presented as a percentage, the cumulative return is the raw mathematical return of the following calculation: (Current Price of Security) – (Original Price of Security) / (Original Price of Security).

Excess Returns: Excess return represents the difference between the returns of two portfolios. In a typical application, excess return provides a measure of the difference between a manager's return and the return of a benchmark for that manager. In the context of a beta benchmark, excess return refers to the difference between a manager or market benchmark and T bills. A positive excess return implies that the manager outperformed the benchmark.

Maximum Drawdown: A risk metric indicating capital preservation, the maximum drawdown measures the peak to trough loss of investment.

Sharpe Ratio: Represents the added value over the risk free rate per unit of volatility risk.

Standard Deviation: Shows how much variation or dispersion exists from the average (mean) or expected value. The more spread apart the data, the higher the deviation. In Finance, standard deviation is applied to the annual rate of return of an investment to measure the investment’s volatility.

Up/down Capture: The up and down capture is a measure of how well a manager could replicate or improve on phases of positive benchmark returns and how badly the manager was affected by phases of negative benchmark returns.

Glossary of Indices

Bloomberg US Aggregate: The index measures the performance of the U.S. investment grade bond market. The index invests in a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States – including government, corporate, mortgage-backed, and asset-backed securities.

Bloomberg Intermediate US Government/Credit Bond Index: The index is a broad-based flagship benchmark that measures the non-securitized component of the US Aggregate Index with less than 10 years to maturity. The index includes investment grade, US dollar-denominated, fixed-rate treasuries, government-related and corporate securities.

ICE BofA 1-10Y US Muni Index: The index tracks the performance of U.S. dollar denominated investment grade tax-exempt debt with less than 10 years to maturity that are publicly issued by U.S. states and territories, and their political subdivisions, in the U.S. domestic market.

Bloomberg 1-10 Year Managed Money (MM) Index: A subset of the Bloomberg Municipal Managed Money Index, representing bonds with one to ten years to maturity. The Bloomberg Municipal Managed Money Index is a rules-based, market-value weighted engineered for the tax-exempt bond market. All bonds in the National Municipal Bond Index must be rated Aa3/AA- or higher by at least two of the following statistical ratings agencies: Moody's, S&P and Fitch.

ICE BofAML 3-Month T-Bill Index: The index is an unmanaged index that measures returns of three-month Treasury Bills.

Bloomberg US Corporate High Yield Bond Index: Measures the USD-denominated, high yield, fixed-rate corporate bond market. Securities are classified as high yield if the middle rating of Moody's, Fitch and S&P is Ba1/BB+/BB+ or below. Bonds from issuers with an emerging markets country of risk, based on Barclays EM country definition, are excluded.

Bloomberg Global High Yield Index: The Index is a multi-currency flagship measure of the global high yield debt market. The index represents the union of the US High Yield, the Pan-European High Yield, and Emerging Markets (EM) Hard Currency High Yield Indices. The high yield and emerging markets sub-components are mutually exclusive.

Bloomberg Municipal Bond Index: a broad-based benchmark that measures the investment grade, US dollar-denominated, fixed tax-exempt bond market. The index includes state and local general obligation, revenue, insured, and pre-refunded bonds. The Municipal Index was incepted in January 1980.

FTSE World Government Bond Index (WGBI): Measures the performance of fixed-rate, local currency, investment-grade sovereign bonds. The WGBI is a widely used benchmark that currently includes sovereign debt from over 20 countries, denominated in a variety of currencies, and has more than 30 years of history available. The WGBI provides a broad benchmark for the global sovereign fixed income market. Sub-indexes are available in any combination of currency, maturity, or rating.

Bloomberg Emerging Markets Hard Currency Aggregate Index: The index is a flagship hard currency Emerging Markets debt benchmark that includes USD-denominated debt from sovereign, quasi-sovereign, and corporate EM issuers.

Glossary of Indices

FTSE NAREIT Composite: The Index series is designed to present investors with a comprehensive family of REIT performance indexes that spans the commercial real estate space across the US economy. The index series provides investors with exposure to all investment and property sectors. In addition, the more narrowly focused property sector and sub-sector indexes provide the facility to concentrate commercial real estate exposure in more selected markets.

S&P Global Natural Resources Index: The index includes 90 of the largest publicly-traded companies in natural resources and commodities businesses that meet specific investability requirements, offering investors diversified and investable equity exposure across 3 primary commodity-related sectors: agribusiness, energy, and metals & mining.

Bloomberg Commodity Index: The index is calculated on an excess return basis and reflects commodity futures price movements. The index rebalances annually weighted 2/3 by trading volume and 1/3 by world production and weight-caps are applied at the commodity, sector and group level for diversification. Roll period typically occurs from 6th-10th business day based on the roll schedule.

MSCI ACWI: Captures large and mid cap representation across 23 Developed Markets (DM) and 24 Emerging Markets (EM) countries. With approximately 2,900 constituents, the index covers approximately 85% of the global investable equity opportunity set.

MSCI ACWI ex USA Index: Captures large and mid cap representation across 22 of 23 Developed Markets (DM) countries (excluding the US) and 24 Emerging Markets (EM) countries. With approximately 2,300 constituents, the index covers approximately 85% of the global equity opportunity set outside the US.

MSCI EAFE Index: A broadly recognized benchmark for U.S. investors to measure international equity performance. The index captures large and mid cap representation across 21 Developed Markets countries around the world, excluding the US and Canada.

MSCI Emerging Markets Index: A free float-adjusted market capitalization index that is designed to measure large and mid cap equity market performance of emerging markets. The index consists of the following 24 emerging market countries: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Kuwait, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

Russell 1000 Index: Measures the performance of the large-cap segment of the U.S. equity universe. It is a subset of the Russell 3000® Index and includes approximately 1000 of the largest securities based on a combination of their market cap and current index membership. The Russell 1000 represents approximately 93% of the U.S. market. The Russell 1000 Index is constructed to provide a comprehensive and unbiased barometer for the large-cap segment and is completely reconstituted annually to ensure new and growing equities are reflected.

Russell 1000 Growth Index: Measures the performance of the large-cap growth segment the U.S. equity universe. It includes those Russell 1000 companies with higher price-to-book ratios and higher forecasted growth values. The Russell 1000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the large-cap growth segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect growth characteristics.

Glossary of Indices

Russell 1000 Value Index: Measures the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000 companies with lower price-to-book ratios and lower expected growth values. The Russell 1000 Value Index is constructed to provide a comprehensive and unbiased barometer for the large-cap value segment. The Index is completely reconstituted annually to ensure new and growing equities are included and that the represented companies continue to reflect value characteristics.

Russell 2000 Index: Measures the performance of the small-cap segment of the US equity universe. The Russell 2000 Index is a subset of the Russell 3000® Index representing approximately 7% of the total market capitalization of that index. It includes approximately 2,000 of the smallest securities based on a combination of their market cap and current index membership. The Russell 2000 is constructed to provide a comprehensive and unbiased small-cap barometer and is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set.

Russell 2000 Growth Index: Measures the performance of the small-cap growth segment of the US equity universe. It includes those Russell 2000 companies with higher price-to-value ratios and higher forecasted growth values. The Russell 2000 Growth Index is constructed to provide a comprehensive and unbiased barometer for the small-cap growth segment. The index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect growth characteristics.

Russell 2000 Value Index: Measures the performance of small-cap value segment of the U.S. equity universe. It includes those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values. The Russell 2000 Value Index is constructed to provide a comprehensive and unbiased barometer for the small-cap value segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true small-cap opportunity set and that the represented companies continue to reflect value characteristics.

Russell 3000 Index: Measures the performance of the largest 3,000 U.S. companies representing approximately 96% of the investable U.S. equity market. The Russell 3000 Index is constructed to provide a comprehensive, unbiased and stable barometer of the broad market and is completely reconstituted annually to ensure new and growing equities are reflected.

Russell Midcap Index: Measures the performance of the mid-cap segment of the U.S. equity universe. The Russell Midcap Index is a subset of the Russell 1000® Index. It includes approximately 800 of the smallest securities based on a combination of their market cap and current index membership. The Russell Midcap Index represents approximately 31% of the total market capitalization of the Russell 1000 companies. The Russell Midcap Index is constructed to provide a comprehensive and unbiased barometer for the mid-cap segment. The Index is completely reconstituted annually to ensure larger stocks do not distort the performance and characteristics of the true mid-cap opportunity set.

S&P 500: A free-float market capitalization weighted index of 500 of the largest U.S. companies. The index is calculated on a total return basis with dividends reinvested and is not available for direct investment.

Coversheet

May 2026 Financial Update

Section: III. Finance
Item: A. May 2026 Financial Update
Purpose: Discuss
Submitted by:
Related Material:
Agenda_Item_III._A_-_2026_May_Revision_Board_Ready_Presentation (2).pptx

School Services of California INC.™
An Employee-Owned Company

2026 May Revision Workshop

El Camino Real Charter High School

Finance and Investment Board Meeting

Wednesday June 23, 2026 at 11:00 AM PDT

© 2026 School Services of California Inc.

Themes for the 2026-27 May Revision

- **Governor Gavin Newsom's May Revision:**

Projects significant personal income tax growth fueled by capital gains in the current year and moderating in the budget year

- This eliminates projected ongoing deficits while providing budget stability that will last after he leaves office, if his forecast holds

existing programs instead of creating new ones and provides significant one-time discretionary fund preparing education for a rainy day

Proposes a new benefit to local educational agency (LEA) employees of paid pregnancy disability leave (PPDL), which he proposes to fund through the Local Control Funding Formula (LCFF)

historic increase to special education funding that surpasses the statewide equalized funding rate proposed in January

Continues his plan to under appropriate the Proposition 9 8 minimum guarantee to the tune of $3.9 billion

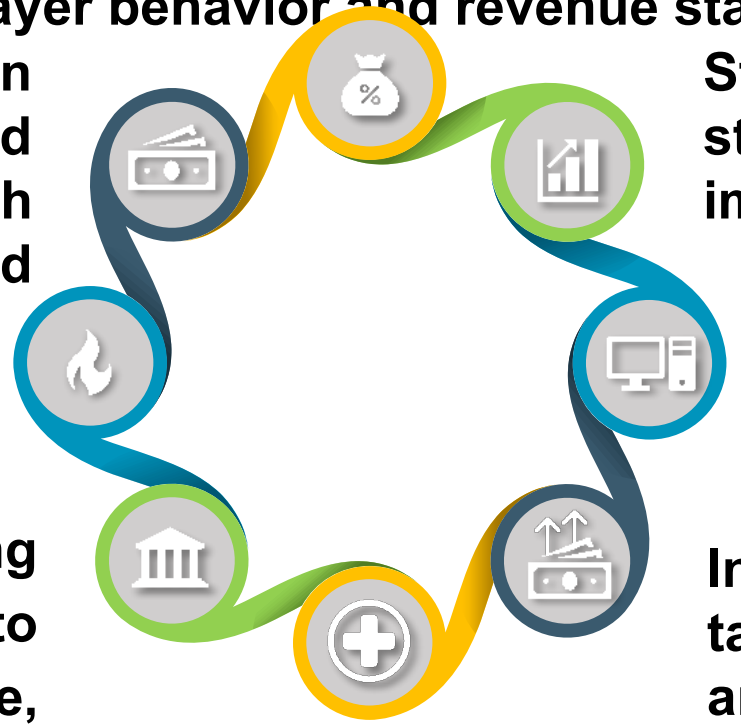
© 2026 School Services of California Inc.
Powered by BoardOnTrack

Risks to the Economy and the State Budget

Uncertainty remains regarding future economic conditions and the potential impact of proposed tax initiatives on taxpayer behavior and revenue stability

Budget solutions rely on continued economic growth and moderation in stock market growth over the forecast period

Structural deficits persist despite strong revenue growth and improved tax collections



Insurance market instability, wildfire recovery costs, and potential climate-related disasters

Greater dependence on technology and financial markets increases volatility risk for state revenue

Federal policymaking uncertainty related to immigration, foreign trade, and geopolitical conflict

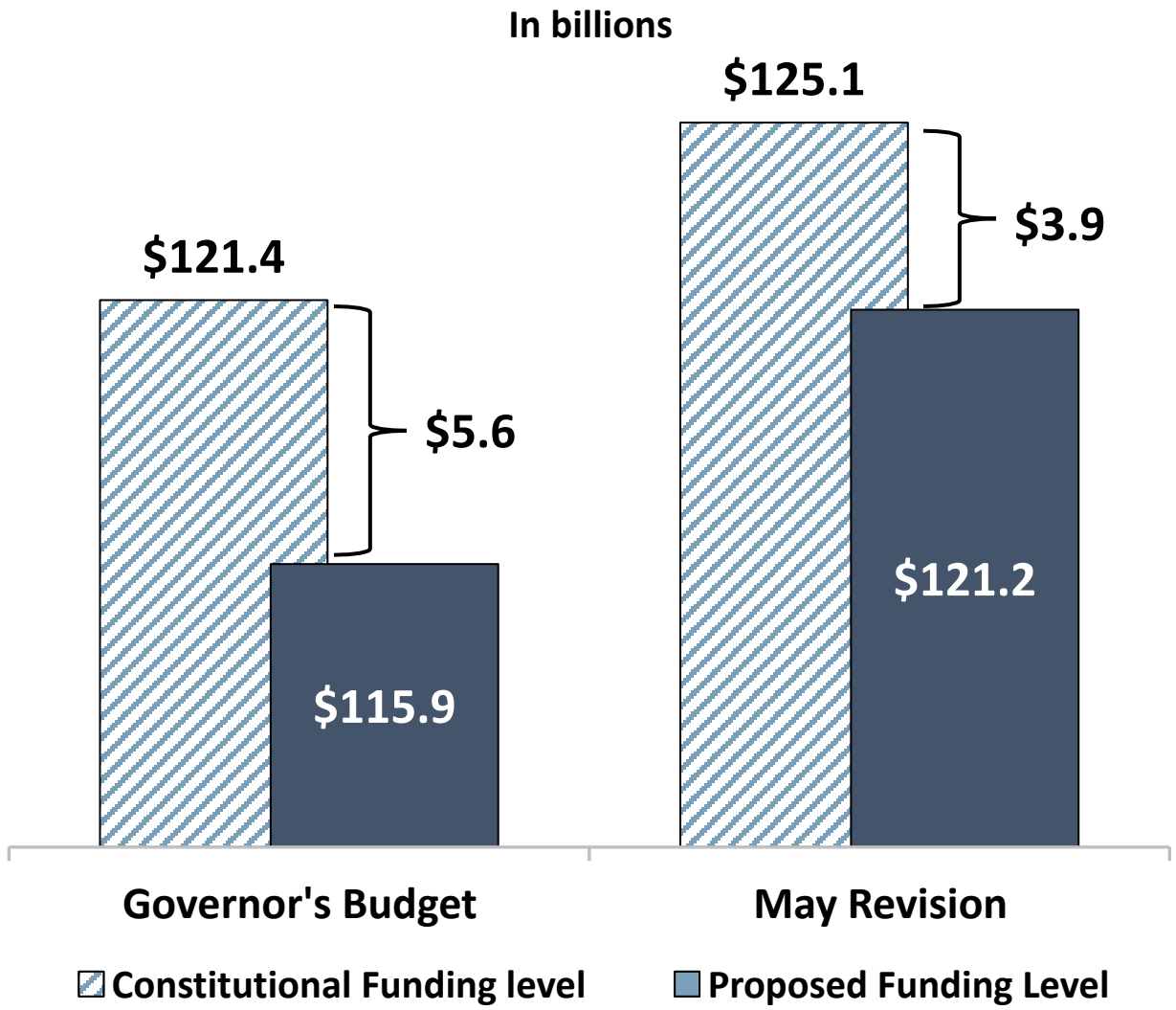
Inflation volatility due to tariffs, rising energy costs, and the Federal Reserve's leadership transition

Medi-Cal costs and caseload pressures, along with reduced federal Medicaid spending

© 2026 School Services of California Inc.
Powered by BoardOnTrack

2025-26 Proposition 98 Settle Up

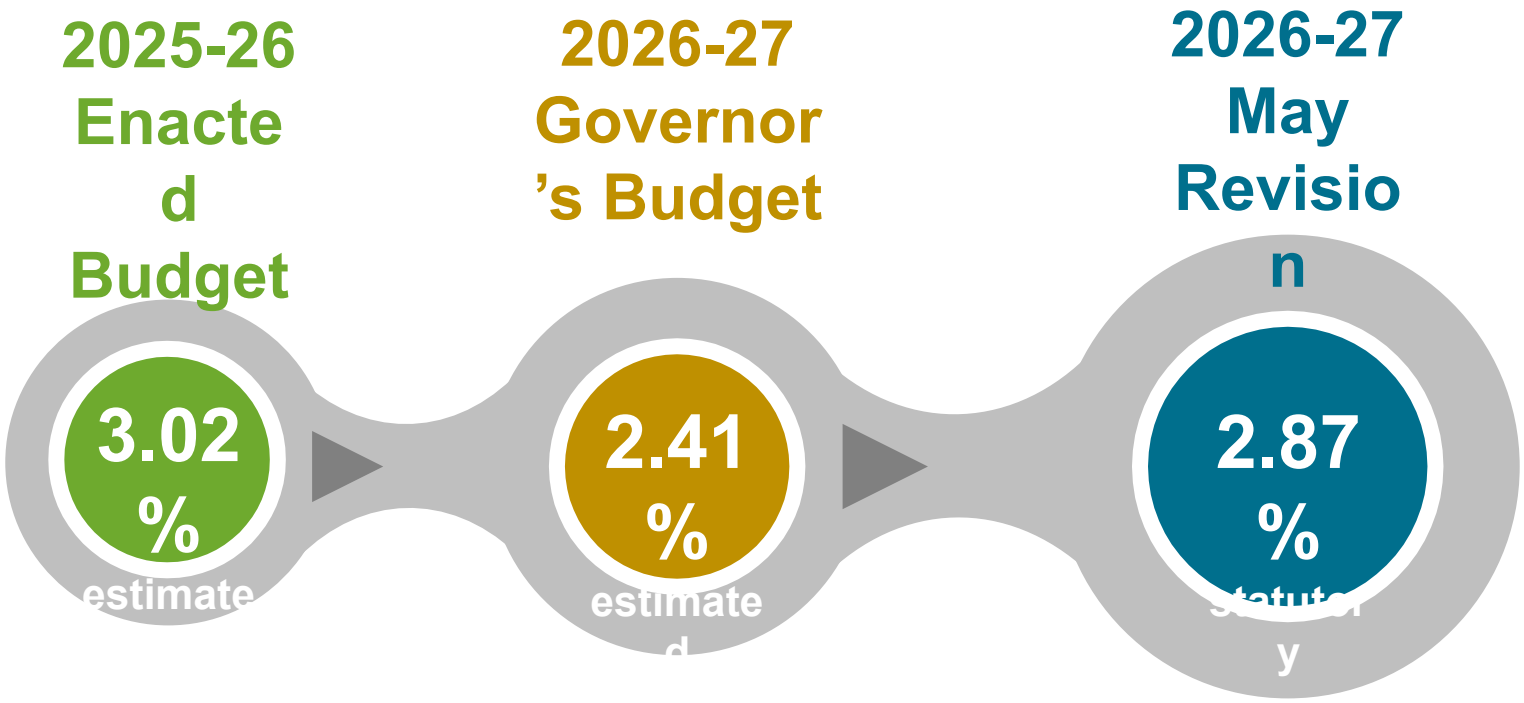
- The Governor continues to under appropriate the 2025-26 minimum guarantee, but reduces the withholding amount from $5.6 billion to $3.9 billion
  - If revenue estimates materialize or exceed expectations, the May Revision indicates these funds will be distributed in the 2027 Budget Act or across multiple budget years
- If the 2025-26 minimum guarantee was fully appropriated in the current year and allocated to TK-12 agencies on an equal per-a dance (ADA) basis eive approximately $654 per ADA



© 2026 School Services of California Inc.
Powered by BoardOnTrack

2026-27 Statutory COLA

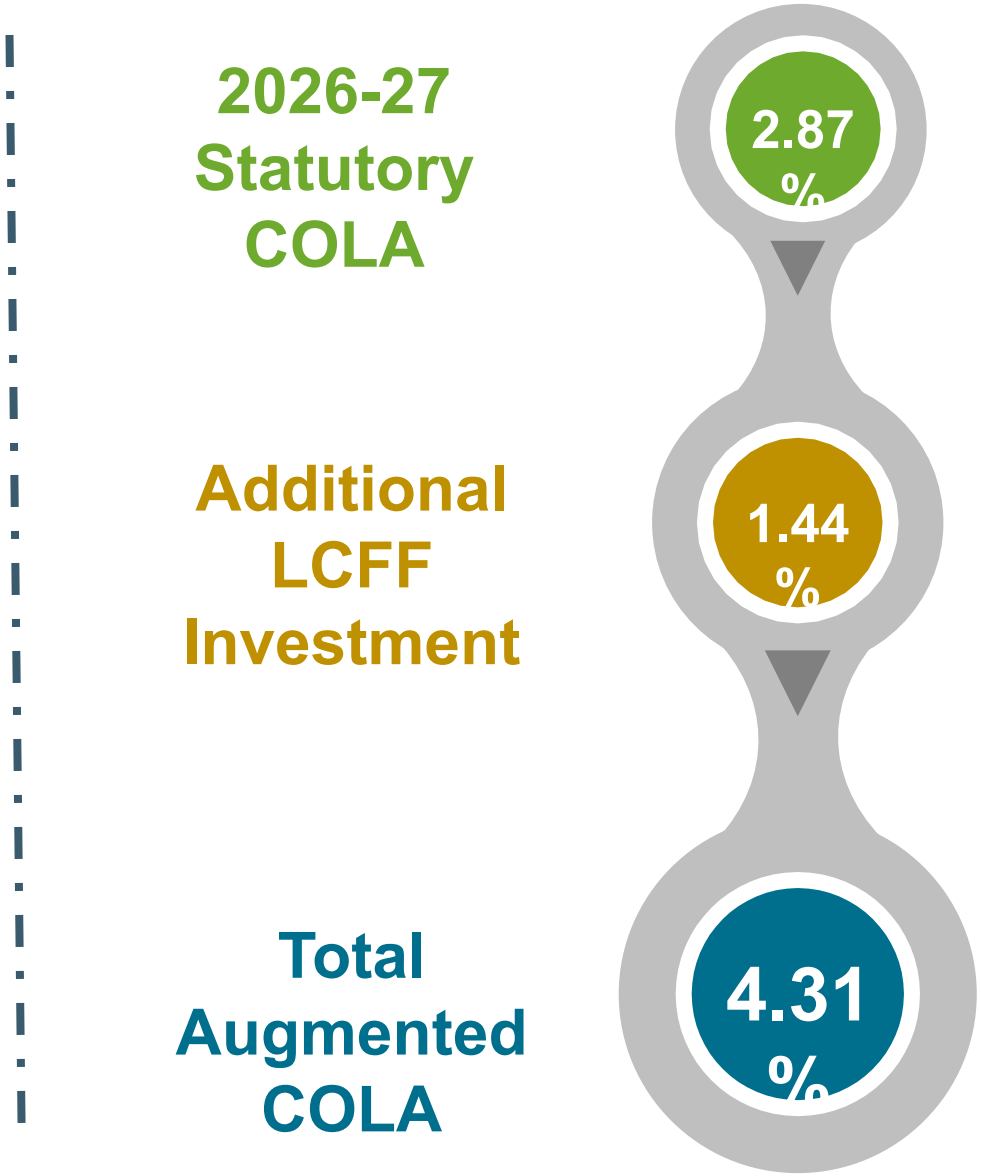
- **Statutory cost-of-living adjustment (COLA) is calculated using the Implicit Price Deflator for State and Local Government Purchases released by the Bureau of Economic Analysis**
  - **Eight data points are utilized, with each new data point bringing the final statutory COLA into sharper focus**



© 2026 School Services of California Inc.
Powered by BoardOnTrack

Additional LCFF Investment

- COLA is intended to maintain purchasing power and allow LEAs to keep up with increased costs (inflation)
  - Though COLA is usually not sufficient to keep pace with rising costs
- In the past, when revenues have increased more than previously projected, the state has provided augmented COLAs to further assist LEAs
- However, the May Revision is the first time that these additional dollars have come with an added mandate that will increase costs for LEAs—PPDL



© 2026 School Services of California Inc.
Powered by BoardOnTrack

2026-27 LCFF Funding Factors

Grade Span	TK-3	4-6	7-8	9-12
2025-26 Base Grant per ADA	$10,256	$10,411	$10,719	$12,423
Statutory COLA—2.87%	$294	$299	$308	$357
Additional LCFF Investment—1.44%[1]	$148	$150	$154	$179
2026-27 Base Grant per ADA	$10,698	$10,860	$11,181	$12,959
Grade Span Adjustment	$1,113	-	-	$337
2026-27 Adjusted Base Grant per ADA	$11,811	$10,860	$11,181	$13,296
20% Supplemental Grant per ADA[2]	$2,362	$2,172	$2,236	$2,659
65% Concentration Grant per ADA[3]	$3,455	$3,177	$3,270	$3,889
TK Add-on per ADA (inclusive of statutory COLA)	$5,704			

[1]Intended to offset rising costs and declining enrollment impacts, as well as absorb costs of new PPDL requirement

© 2026 School Services of California Inc.

What Does the LCFF Mean for (Insert LEA Name)?

(Insert LEA Name)—2026-27		
2026-27 LCFF Per-ADA Funding	Projected 2026-27 ADA	Projected 2026-27 LCFF Total Revenue
$		$

© 2026 School Services of California Inc.
Powered by BoardOnTrack

Financial Projection Dartboard

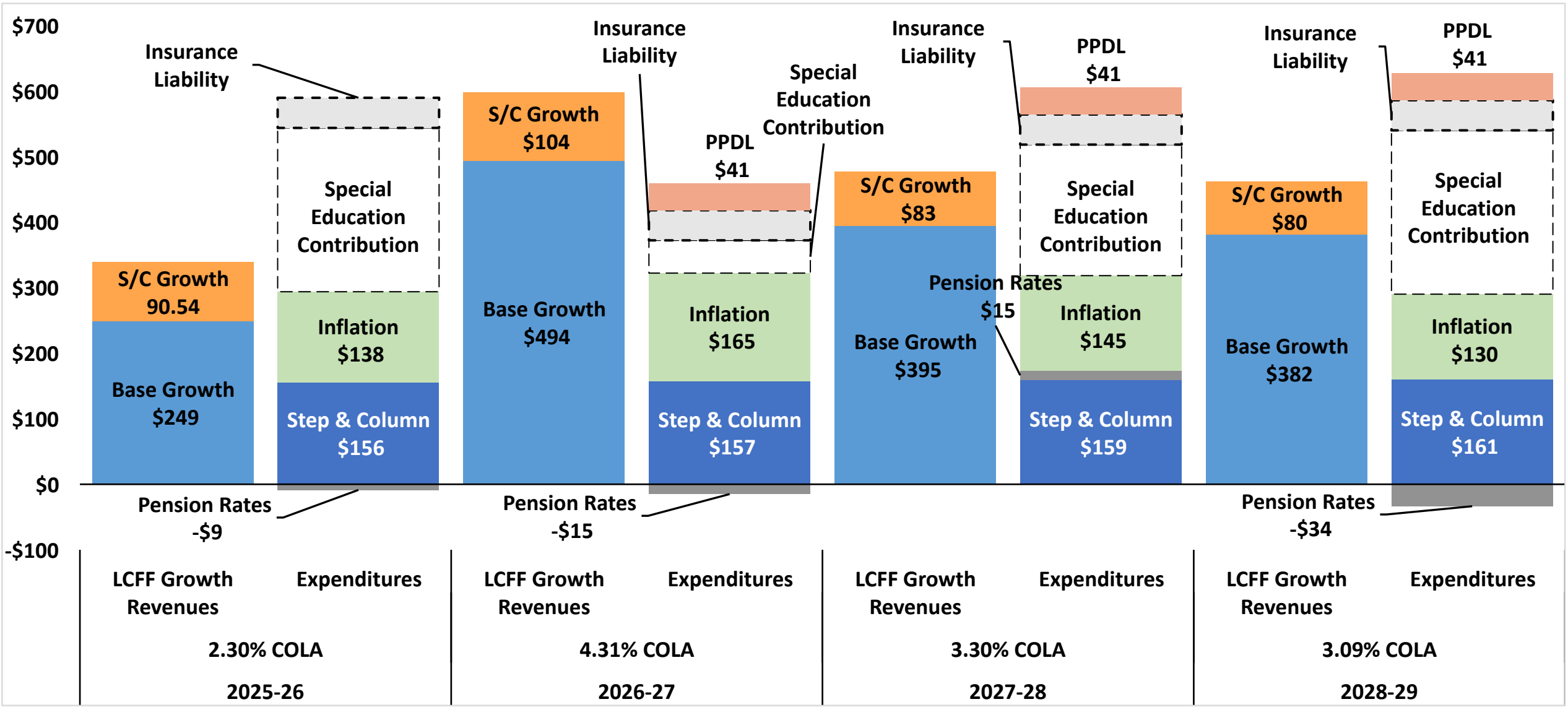
Revenue Planning Factors						
		2025-26	2026-27	2027-28	2028-29	2029-30
Department of Finance Statutory COLA		2.30%	2.87%[1]	3.30%	3.09%	3.11%
California Lottery	Unrestricted per ADA	$190.00	$190.00	$190.00	$190.00	$190.00
	Restricted per ADA	$82.00	$82.00	$82.00	$82.00	$82.00
Mandate Block Grant (District)	Grades TK-8 per ADA	$39.09	$40.41	$41.74	$43.03	$44.37
	Grades 9-12 per ADA	$76.48	$79.27	$81.89	$84.42	$87.05
Mandate Block Grant (Charter)	Grades TK-8 per ADA	$20.52	$21.31	$22.01	$22.69	$23.40
	Grades 9-12 per ADA	$58.21	$60.48	$62.48	$64.41	$66.41
Expenditure Planning Factors						
California Consumer Price Index		3.25%	3.76%	3.18%	2.76%	2.50%
CalSTRS Employer Rate[2]		19.10%	19.10%	19.10%	19.10%	19.10%

[1]Additional 1.44% LCFF investment is proposed for 2026-27, intended to offset rising costs and declining enrollment impacts, and absorb costs of new PPDL requirement

[2]California State Teachers' Retirement System

[3]California Public Employees' Retirement System

Multiyear Cost Forecast

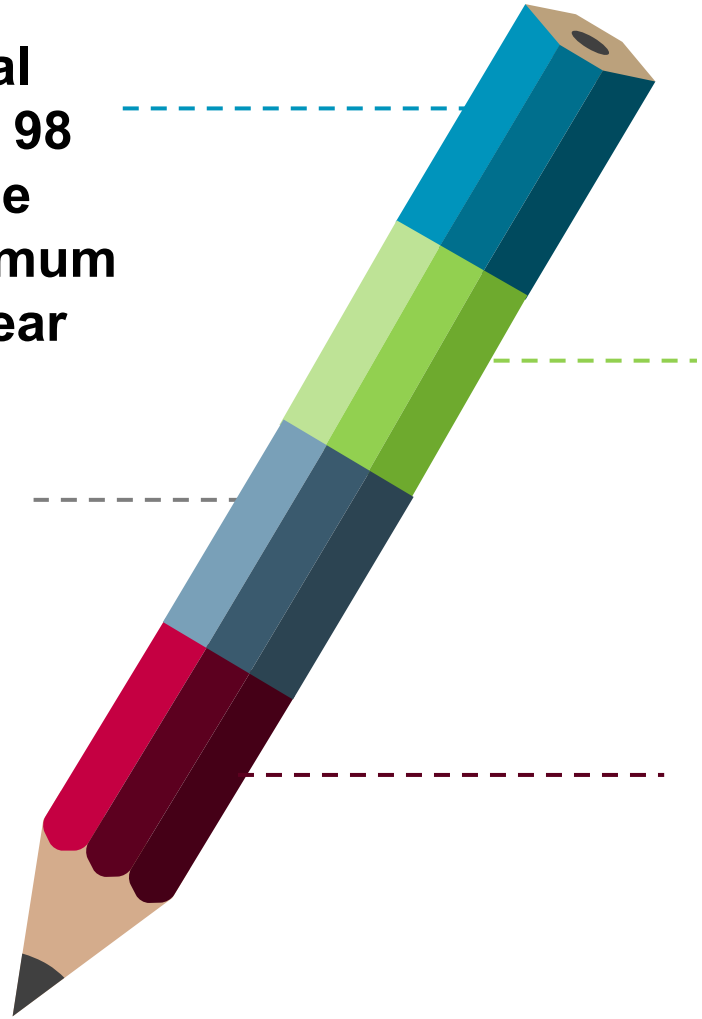


Supplemental and Concentration Grant (S/C)

© 2026 School Services of California Inc.

Local Reserve Cap Compliance

- The local reserve cap is in effect in the following fiscal year when the Proposition 98 reserve is at least 3% of the TK-12 Proposition 98 minimum guarantee in the current year
  - Community-funded school districts, charter schools, and small school districts (fewer than 2,501 ADA) are exempt
  - LEAs may request exemptions from their county superintendents for up to two consecutive years if certain conditions are



- Adopted budgets and 45-day revisions may not contain a combined assigned or unassigned ending General Fund balance that is more than 10%
- Assigned and unassigned balances within the Special Reserve Fund for Other Than Capital Outlay (Fund 17) must also be included within the 10% reserve cap

© 2026 School Services of California Inc.
Powered by BoardOnTrack

Student Support and Professional Development Discretionary Block Grant

Funding

May Revision increases the total state investment to $5.0 billion one-time

- Proposal distributes the grant on a per-ADA basis, using 2025-26 P-2[1] data
- Funding allocated to COEs,[2] school districts, charter schools, and state special schools
- SSC[3] estimates $936.98 per ADA, if distributed per ADA
- June 30, 2030, expenditure deadline

Allowable Uses

Fully discretionary with certain statewide priorities highlighted for use of the funds

- Professional development
- Dual enrollment and career pathways
- Teacher recruitment and retention
- Rising costs

CAUTION

The total state investment may change

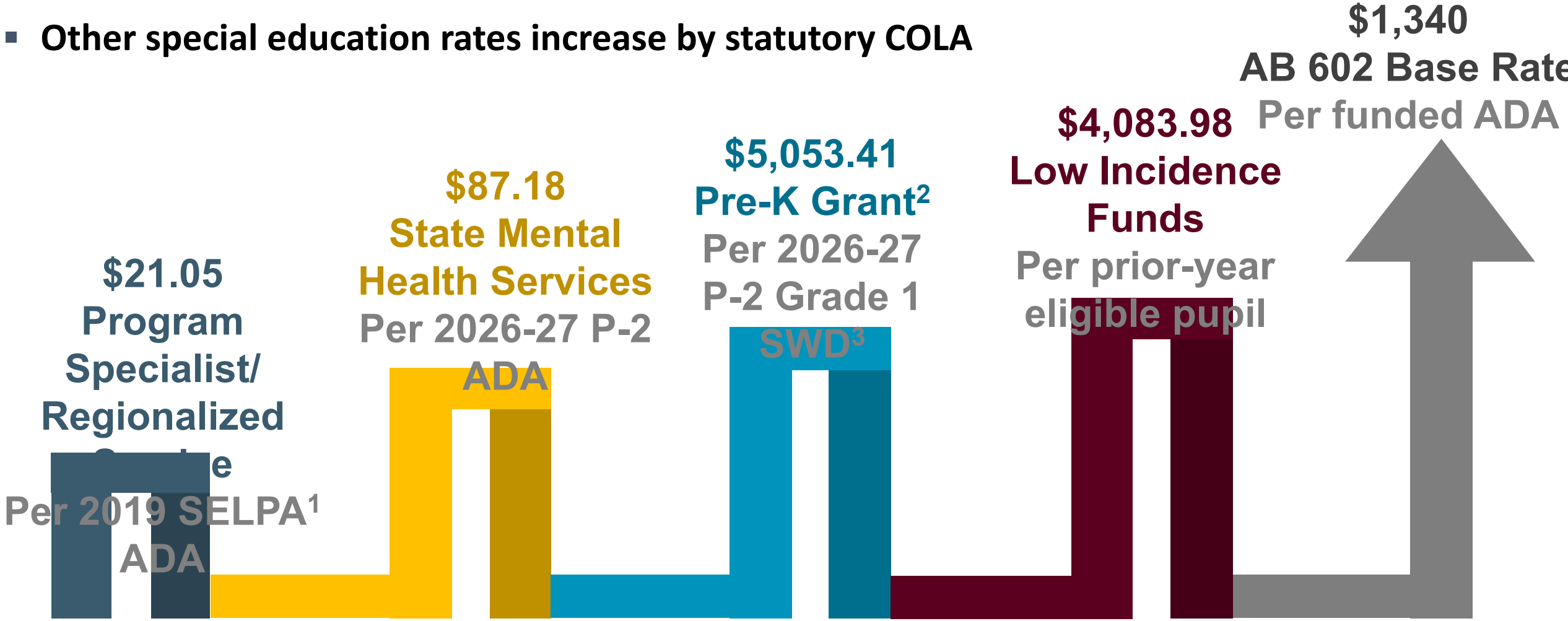
- The Legislature has suggested other methodologies for allocating the funds, such as including UPP in the formula
- The Legislature has also suggested restricting the use of at least some of the funds

[1]Second Principal Apportionment; [2]County office of education; [3]School Services of California Inc.

© 2026 School Services of California Inc.

Special Education Rate Increases

- Special education base rate to receive historic additional investment of over $2.3 billion
- Other special education rates increase by statutory COLA



[1]Special Education Local Plan Area; [2]Early Intervention Preschool Grant; [3]Students with disabilities

© 2026 School Services of California Inc.

Paid Pregnancy Disability Leave

- **The May Revision proposes to mandate paid disability leave for medical conditions related to pregnancy**
  - **Applies to regular certificated and classified public school employees**

Leave Requirements	Leave Duration	Leave Tracking
▪ Qualifying reasons for leave include disability due to pregnancy, miscarriage, childbirth, termination of pregnancy, or recovery from those conditions ▪ This leave does not require a minimum number of hours worked or length of service to qualify	▪ Leave of absence is full pay up to a maximum of 14 weeks ▪ Leave may be taken before and continue after childbirth if the employee is disabled by pregnancy or other related medical conditions ▪ The length of the leave of absence is determined by the employee and the employee's physician	▪ Leave taken under this provision is not deducted from any other accrued paid leave ▪ Runs consecutively with other state and federal leaves of absence regulations and laws

School Services of California INC.™
An Employee-Owned Company

Thank you

© 2026 School Services of California Inc.

Coversheet

Discuss and Vote to Recommend to the Full Board Approval of the May 2026 Check Registers

Section: III. Finance
Item: B. Discuss and Vote to Recommend to the Full Board Approval of the May 2026 Check Registers
Purpose: Vote
Submitted by:
Related Material:
Agenda_Item_III._B_1_-May_2026_Check_Register_1761_General_Account.pdf
Agenda_Item_III._B_2_-May_2026_Check_Register_1796_AP_Account.pdf
Agenda_Item_III._B_3_-May_2026_Check_Register_1826_ASB_Trust_Account.pdf
Agenda_Item_III._B_4_-_ClubTrust_Report_05-31-2026 (1).pdf

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1761 General

MAY 2026

Total $375,558.86

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
PenServ Plan Services	ACH260504-01	5/4/2026	403(B) Funding Payroll period: Semimonthly 04/16/2026 - 04/30/2026	$42,532.25	General Operations	0000-0 General
PenServ Plan Services	ACH260505-01	5/5/2026	403(B) Funding Payroll period: Semimonthly 04/16/2026 - 04/30/2026	$50.00	General Operations	0000-0 General
Self Insured Schools of California	ACH260506-01	5/6/2026	SISC HEALTH- MAY 2026	$331,971.78	Administrative	0000-0 General, 1400-0 Education Protection Account, 6500-0 Special Education, 6770 - Arts and Music in Schools (AMS)- (Prop 28)
Purchase Power (Pitney Bowes)	ACH260514-01	5/14/2026	POSTAGE REFILL - April till July 2026	$301.56	General Operations	0000-0 General
PenServ Plan Services	ACH260519-01	5/19/2026	Semimonthly 04/01/2026 - 04/15/2026	$703.27	General Operations	0000-0 General

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
423 Zelda Tabanou	22139	5/5/2026	Reimbursement for ECR Theatre New York Meals - 3/26-4/1/26	$322.56	Visual and Performing Arts	6762 - Art/Music Block Grant
4554 DemiDec Corporation	22140	5/5/2026	2026-2027, Season Study materials for Academic Decathlon - PO02249	$1,254.83	Academic Decathlon	0000-0 General : 0100-0 Academic Depts
2035 Countdown Printables	22141	5/5/2026	INV 33633-1, Class of 2026 Graduation Stoles - PO02321	$8,620.03	General Academic	0000-0 General : 0100-0 Academic Depts
5604 John Goldman	22142	5/5/2026	03/26/26-04/23/26, INV 3, Jazz Trumpets Coaching - PO02369	$600.00	Visual and Performing Arts	6770 - Arts and Music in Schools (AMS)- (Prop 28)
4334 Administrative Services CO-OP Dba Yellow Cab	22143	5/5/2026	03/31/26, INV #, Sped Yellow Cab Services	$5,421.50	Special Education	6500-0 Special Education
2009 Child and Family Guidance Center	22144	5/5/2026	03/26/26, Special Ed Services Northpoint	$5,185.11	Special Education	6500-0 Special Education
4877 Total Education Solutions (TES Therapy)	22145	5/5/2026	03/05/26-03/26/26, INV 13807131, TES Sped Therapy	$450.00	Special Education	6500-0 Special Education
5344 Henry Rosales	22146	5/5/2026	04/2026, Gardening Invoice for Shoup	$1,000.00	Shoup Property	0000-0 General : 0300-0 Operations
3806 T-Mobile US, Inc.	22147	5/5/2026	03/21/2026-04/20/2026, BG & Security Devices, acct 207930869	$664.45	Technology	7425 - Expanded Learning Opportunities (ELO) Grant
5472 Afflux Films LLC	22148	5/5/2026	INV 1224, Spring 2026 CTE Promo Video - P01835	$5,000.00	Career/Voc Ed/Arts	6387-0 CTE
3353 ICON School Management	22149	5/5/2026	04/2026, INV 2384 Charter School Consulting	$3,675.00	General Operations	0000-0 General : 0300-0 Operations
3358 RPS El Camino Real Charter HS Charles Schwab & Co, Inc. 2563-4428	22150	5/5/2026	04/30/2026, 403(B) Plan 2563-4428 Charles Schwab	$4,925.00	General Operations	0000-0 General : 0300-0 Operations
2379 Mutual of Omaha	22151	5/5/2026	05/2026, INV 002086842152, Voluntary Disability Insurance	$1,213.53	General Operations	0000-0 General : 0300-0 Operations
3312 Los Angeles Community College District	22152	5/5/2026	INV AG-00016296, Spring 2025: History required textbook - PO0356	$181.74	Counseling Office	0000-0 General : 0100-0 Academic Depts
3276 Hardwoods Specialty Products US LP	22153	5/7/2026	0013225281 Instructional wood student supplies - PO2408	$3,357.50	Career/Voc Ed/Arts	0000-0 General : 0100-0 Academic Depts
3276 Hardwoods Specialty Products US LP	22154	5/7/2026	0013245525 Instructional wood student supplies - PO2407	$2,500.00	Career/Voc Ed/Arts	6762 - Art/Music Block Grant
6010 Green Leaf Karts, LLC	22155	5/7/2026	73630, Golf Cart parts and service - PO02317	$1,259.07	Buildings and Grounds	0000-0 General : 0300-0 Operations
3806 T-Mobile US, Inc.	22156	5/8/2026	04/2026-05/2026, WiFi Student Hot Spots acct 969604280	$520.00	Technology	7425 - Expanded Learning Opportunities (ELO) Grant
4259 AT&T (CALNET)	22157	5/8/2026	04/2026, INV 000025131396, Phone Line BAN#9391080026	$67.89	Technology	0000-0 General : 0500-0 Technology
1945 Brooks Transportation Inc.	22158	5/8/2026	3/16-3/21/2026, INV 28581, Athletic Round Trips - PO02349	$8,375.00	Athletics	0000-0 General : 0200-0 Athletics

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
1945 Brooks Transportation Inc.	22159	5/8/2026	5/07/26, INV 28968, Bus Round Trip El Camino to CA Science Center - PO02371	$970.00	Special Education	6500-0 Special Education
1945 Brooks Transportation Inc.	22160	5/8/2026	3/24-3/26/26, INV 28657, Athletic Field Trips - PO02351	$3,770.00	Athletics	0000-0 General : 0200-0 Athletics
1945 Brooks Transportation Inc.	22161	5/8/2026	4/20-4/25/26, INV 28922, Athletic Round Trips - PO02366	$6,000.00	Athletics	0000-0 General : 0200-0 Athletics
1945 Brooks Transportation Inc.	22162	5/8/2026	5/1/26, INV 28966, Round Trip to Disney Concert Hall - PO02368	$1,090.00	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts
1945 Brooks Transportation Inc.	22163	5/8/2026	INV 28967, Bus to USC on May 4th 2026 - PO02382	$925.00	Science	0000-0 General : 0100-0 Academic Depts
1945 Brooks Transportation Inc.	22164	5/8/2026	5/5/26, INV 29003, Roundtrip Bus ride to East West Studio - PO02387	$1,140.00	Career/Voc Ed/Arts	6387-0 CTE
1945 Brooks Transportation Inc.	22165	5/8/2026	4/27-5/01/26, INV 28992, Athletic Round Trips - PO02393	$4,500.00	Athletics	0000-0 General : 0200-0 Athletics
268 1 Nicole Gamez	22166	5/8/2026	2025-2026 Reimbursement for Mileage for Culinary Arts student fieldtrips & competitions, etc.	$254.62	Career/Voc Ed/Arts	0000-0 General
295 1 Heidi Hutson	22167	5/8/2026	07/11/25-07/18/25, Reimbursement for Conference Broadway Teacher's Workshop, New York Meals	$314.93	Visual and Performing Arts	6762 - Art/Music Block Grant
2619 The Shredders	22168	5/8/2026	04/2026, INV58833, INV59975, INV60452, Shredding - PO02401	$144.00	General Operations	0000-0 General : 0300-0 Operations
4259 AT&T (CALNET)	22169	5/8/2026	04/2026, INV 000025131399, Phone Line BAN#9391080076	$63.82	Technology	0000-0 General : 0500-0 Technology
1945 Brooks Transportation Inc.	22170	5/14/2026	5/8/2026, INV 29004, Roundtrip Field Trip to Warner Bros - PO02388	$863.00	Career/Voc Ed/Arts	6387-0 CTE
1945 Brooks Transportation Inc.	22171	5/14/2026	5/09/2026, INV 29017, Bus to Westlake HS - PO02399	$800.00	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts
4992 California FCCLA	22172	5/14/2026	04/2026, INV 0450002 CA FCCLA State Leadership Conference Registration Balance- P01996	$480.00	Career/Voc Ed/Arts	6387-0 CTE
5799 M3 Office Inc	22173	5/14/2026	04/2026, INV 52264-0, Nevi Rectangle Table - P01843	$941.28	Visual and Performing Arts	6762 - Art/Music Block Grant
3234 LA Party Rents, Inc.	22174	5/14/2026	01/2026, INV 0000131377, Graduation Chairs and labor - P01731	$3,819.75	Counseling Office	0000-0 General
2610 The Help Group-North Hills Prep School	22175	5/14/2026	03/2026, INV ELCO326NHP, Special Ed Services	$5,506.94	Special Education	6500-0 Special Education
3919 U.S Bank PARS Account #6746022400	22176	5/14/2026	04/2026, PARS Contributions acct #6746022400	$1,719.96	General Operations	0000-0 General : 0300-0 Operations
5400 Valley High School and Learning Center, Inc.(Dubnoff School)	22177	5/14/2026	04/2026, Special Education Services	$16,443.72	Special Education	6500-0 Special Education
2809 WM Corporate services, INC	22178	5/14/2026	05/2026, INV 0845983-4801-3, Waste Management Services on Shoup	$491.26	Shoup Property	0000-0 General : 0300-0 Operations

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
3806 T-Mobile US, Inc.	22179	5/14/2026	04/2026, Samsung Knox Suite acct 208076172	$2,439.20	Technology	7425 - Expanded Learning Opportunities (ELO) Grant
5933 AACA, Inc	22180	5/14/2026	03/2026, INV 7972, Special Ed Services	$30,300.31	Special Education	6500-0 Special Education
422 Christopher Hutson	22181	5/14/2026	3/26-4/1/26, Reimbursement for ECR Theatre New York Meals	$213.35	Visual and Performing Arts	6762 - Art/Music Block Grant
1945 Brooks Transportation Inc.	22182	5/14/2026	3/9/26, INV 28353, Round Trip to Shrine Expo Hall - PO02424	$1,373.00	Science	0000-0 General : 0100-0 Academic Depts
1945 Brooks Transportation Inc.	22183	5/14/2026	4/26/26, INV 28885, One Way Trip to Riverside Marriott to ECR - PO02428	$950.00	Career/Voc Ed/Arts	6387-0 CTE
1945 Brooks Transportation Inc.	22184	5/14/2026	02/11/2026, INV 28162, One Way ECR to Palisades High School - PO02453	$700.00	Athletics	0000-0 General : 0200-0 Athletics
1945 Brooks Transportation Inc.	22185	5/14/2026	Voided	-	Athletics	0000-0 General : 0200-0 Athletics
1945 Brooks Transportation Inc.	22186	5/14/2026	2/24/26, Athletic Field Trips, INV 28205 - PO02454	$2,420.00	Athletics	0000-0 General : 0200-0 Athletics
1945 Brooks Transportation Inc.	22187	5/14/2026	02/05/2026, INV 27944, Athletic Round Trips - PO02455	$4,713.00	Athletics	0000-0 General : 0200-0 Athletics
5371 Alice Lee	22188	5/14/2026	01/15/2026, INV 216822, APENVISCI142-032 with labs AP Environmental Science - P01695	$399.00	Counseling Office	7412 - A-G Completion Grant: A-G Access/Success Grant
1945 Brooks Transportation Inc.	22189	5/14/2026	03/18/2026, INV 28537, Athletic Round Trips - PO02456	$6,250.00	Athletics	0000-0 General : 0200-0 Athletics
1945 Brooks Transportation Inc.	22190	5/14/2026	05/16/26, INV 29097, Round trip from El Camino High to West Ranch High - PO02466	$863.00	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts
1945 Brooks Transportation Inc.	22191	5/14/2026	05/14/26, INV 29067, Grammy Museum field trip - PO02461	$907.00	Career/Voc Ed/Arts	6387-0 CTE
1945 Brooks Transportation Inc.	22192	5/14/2026	03/10/2026, INV 28401, Athletic Round Trips - PO02457	$7,383.00	Athletics	0000-0 General : 0200-0 Athletics
3601 AFSCME District Council 36	22193	5/19/2026	04/26 Union Dues	$1,878.71	General Operations	0000-0 General : 0300-0 Operations
2288 LADWP	22194	5/19/2026	05/26 6968788886 Shoup Utilities	$4,563.60	General Operations	0000-0 General : 0300-0 Operations
2296 ALITTLELEE LLC dba Oubi Digital	22195	5/19/2026	202660415, Certificates for Honor Students - PO02298	$735.00	Counseling Office	0000-0 General : 0100-0 Academic Depts : College Counseling
1945 Brooks Transportation Inc.	22196	5/19/2026	5/14/26, INV 29064 Round trip from El Camino to McDonalds - PO02474	$822.00	Special Education	6500-0 Special Education
2331 Sharon Markenson	22197	5/19/2026	05/2026, INV 1100, Speech Consultant for ACADECA - PO02410	$3,000.00	Academic Decathlon	0000-0 General : 0400-0 Scholastic Groups
1945 Brooks Transportation Inc.	22198	5/19/2026	5/13/26, INV 29062, Buses to Pierce College - PO02486	$1,600.00	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
1945 Brooks Transportation Inc.	22199	5/19/2026	05/04-05/08/2026, INV 29054, Athletic Round Trips - PO02491	$4,500.00	Athletics	0000-0 General : 0200-0 Athletics
5198 Cintas Corporation No. 2 (Cintas Fire Protection)	22200	5/19/2026	INV 0F19698786,0F19698838, Inspections - PO02473	$1,255.00	Buildings and Grounds	0000-0 General : 0300-0 Operations
5244 California Science Center Foundation	22201	5/19/2026	05/07/2026, INV 14549, Field Trip to CA Sci Center - PO02218	$578.00	Special Education	6500-0 Special Education
6008 South Pacific Heating & Air Conditioning, Inc.	22202	5/19/2026	02/20/2026, INV 303205, Labor Time for unit in classroom - PO02480	$140.00	Buildings and Grounds	0000-0 General : 0300-0 Operations
5946 Connie Highberg	22203	5/19/2026	Spring 2026, INV 002, Economics consultant - PO02409	$3,000.00	Academic Decathlon	0000-0 General : 0100-0 Academic Depts
5720 East West Studios, LLC	22204	5/19/2026	04/23/2026 & 05/05/2026, INV 00018493, 00018494, Music Studio Field Trip - PO0224	$2,850.00	Career/Voc Ed/Arts	6387-0 CTE
5993 Richey Athletics	22205	5/19/2026	05/2026, INV 8187, Jump Pits & Delivery/installation - PO02159	$7,933.00	Athletics	0000-0 General : 0200-0 Athletics
3370 Pearison Incorporated (Band Shoppe)	22207	5/19/2026	INV SI229635, SI229000 , Colorguard gloves and uniform essentials - PO02191	$726.40	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts
3907 Christy White Accountancy Corporation (Christy White, Inc.)	22208	5/19/2026	2025-2026, INV 24945, Charter School Audit	$5,625.00	General Operations	0000-0 General : 0300-0 Operations
6016 LA Grad Services	22209	5/28/2026	05/2026, INV 000176, Diploma Covers - PO02402	$6,480.58	Administrative	0000-0 General : 0300-0 Operations
4718 TPW, Inc. (Super Worksheets(DBA), I know It(DBA)	22210	5/21/2026	2025-2026, 1 Year Site License Membership - P00809	$375.00	Special Education	6500-0 Special Education
4877 Total Education Solutions (TES Therapy)	22211	5/21/2026	01/2026, INV 13181264, TES Therapy	$1,510.50	Special Education	6500-0 Special Education
1945 Brooks Transportation Inc.	22212	5/21/2026	4/28/26, INV 28939, round trip bus from ECR to USC - PO02475	$885.00	Health and Life Skills	0000-0 General : 0100-0 Academic Depts
2091 AP fbo EdLogical Group Corp	22213	5/21/2026	04/26 INV 904657 Special Ed Services	$2,023.00	Special Education	6500-0 Special Education
3987 Figdesign Inc	22214	5/26/2026	INV 3846, Remaining balance for graduation brochures and tickets - PO02483	$1,924.43	Administrative	0000-0 General
5611 FKF ENTERTAINMENT INC	22215	5/28/2026	02/26, INV 127, Improv Workshop - PO02296	$750.00	Visual and Performing Arts	6770 - Arts and Music in Schools (AMS)- (Prop 28)
3924 Riddell All American	22216	5/28/2026	05/2026, INV 952543278, Football Reconditioning of Helmets and Shoulder Pads - PO02498	$14,343.65	Athletics	0000-0 General : 0200-0 Athletics
3924 Riddell All American	22217	5/28/2026	INV 60561330, Football Helmets - PO02335	$17,785.20	Athletics	0000-0 General : 0200-0 Athletics
6016 LA Grad Services	22218	5/28/2026	05/2026, INV 000195, Certificate & Diploma Inserts - PO02520	$3,693.69	Administrative	0000-0 General : 0300-0 Operations
2426 Public Agency Retirement Services	22219	5/28/2026	03/2026, INV 60285, PARS ARS Fees	$379.43	General Operations	0000-0 General : 0300-0 Operations

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
5595 Karen Queller	22220	5/28/2026	05/2026, 5 HR Art Therapy -PO02525	$750.00	Visual and Performing Arts	6770 - Arts and Music in Schools (AMS)- (Prop 28)
4259 AT&T (CALNET)	22221	5/28/2026	04/2026, INV 000025188762, Phone Line BAN#9391080337	$186.68	Technology	0000-0 General : 0500-0 Technology
5604 John Goldman	22222	5/28/2026	04/26-05/26, INV 4, Band Trumpet Sectional - PO02565	$900.00	Visual and Performing Arts	6770 - Arts and Music in Schools (AMS)- (Prop 28)
1945 Brooks Transportation Inc.	22223	5/28/2026	05/2026, INV 29139, Round Trips to Academy Award Museum - PO02508	$885.00	Career/Voc Ed/Arts	6387-0 CTE
1945 Brooks Transportation Inc.	22224	5/28/2026	05/2026, INV 29140, Round Trips to LA Harbor College - PO02507	$1,215.00	Career/Voc Ed/Arts	6387-0 CTE
3907 Christy White Accountancy Corporation (Christy White, Inc.)	33608	5/5/2026	INV 24839 24-25 Tax Services : 2024 Tax Return / 990 Forms	$1,600.00	General Operations	0000-0 General : 0300-0 Operations
6008 South Pacific Heating & Air Conditioning, Inc.	222006	5/19/2026	04/17/2026, INV 303267, Labor AC unit for classroom - PO02479	$181.27	Buildings and Grounds	0000-0 General : 0300-0 Operations
4943 Covantia, Inc.	SPACH3929	5/5/2026	INV 6-0350 iSuite Annual Subscription – PO02285	$10,575.00	Visual and Performing Arts	0000-0 General
4343 Scoot Education Inc	SPACH3930	5/5/2026	INV 163511 Substitutes 4/21/26	$7,887.00	Administrative	0000-0 General : 0100-0 Academic Depts
5127 MG Express Inc.	SPACH3931	5/5/2026	INV 2620 Round trip LAX for NJROTC - PO02147	$2,600.00	NJROTC	0000-0 General
3922 Self Insured Schools of California	SPACH3932	5/5/2026	04/30/26 CBR El Camino FSA	$3,903.74	General Operations	0000-0 General : 0300-0 Operations
4343 Scoot Education Inc	SPACH3933	5/5/2026	INV 164796 Substitutes 4/28/26	$6,853.00	Administrative	0000-0 General : 0100-0 Academic Depts
120890 Alyssa Lee	SPACH3934	5/5/2026	Reimbursement from Boys Volleyball 25-26	$2,709.47	TRUST - Boys Volleyball	9150-0 Trust/Club : 1100 Athletics
5127 MG Express Inc.	SPACH3935	5/8/2026	INV 2601 Round Trip - P01791	$1,200.00	Academic Decathlon	0000-0 General
4096 Lindsey C. Surendranath Granted, Inc	SPACH3936	5/8/2026	04/2026, INV 343, CTE Program Support - P01207	$2,475.00	Administrative	6387-0 CTE
2164 Golden Star Technology, Inc	SPACH3937	5/8/2026	03/2026, INV126984, GST E-Rate - PO02332	$7,000.00	Technology	0000-0 General
5841 Braille Abilities, LLC	SPACH3938	5/8/2026	04/20/26, INV 103909, Staff Sped Services	$743.28	Special Education	6500-0 Special Education
2293 LAUSD - Maintenance & Operations	SPACH3939	5/12/2026	10/1/25-12/31/25 LAUSD Service Work Orders - PO02394	$43,145.91	Buildings and Grounds	6762 - Art/Music Block Grant
3987 Figdesign Inc	SPACH3940	5/13/2026	05/2026, INV 3846 Rendering Printing & service deposit- PO02483	$1,924.44	Administrative	0000-0 General
5858 GRAMMY Museum Foundation	SPACH3941	5/13/2026	INV MR051426, 5/14/26 Edu Group Admission - PO02386	$82.00	Career/Voc Ed/Arts	6387-0 CTE

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
2293 LAUSD - Maintenance & Operations	SPACH3942	5/13/2026	10/25-12/25 LAUSD Work Orders - PO02395	$86,639.48	Buildings and Grounds	6762 - Art/Music Block Grant
1833 Amazon	SPACH3943	5/14/2026	03/2026, INV 1J7G-F79K-NDFV,Drama Amazon Supplies - P02044-Visual and Performing Arts	$116.85	Visual and Performing Arts	6762 - Art/Music Block Grant
4343 Scoot Education Inc	SPACH3944	5/14/2026	01/09/2026, INV INV-147445-A, Substitutes	$104.00	Administrative	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3945	5/14/2026	04/2026, INV 1QLL-7GKY-4G49, Amazon Student Equipment Supplies - P01925-Career/Voc Ed/Arts	$103.16	Career/Voc Ed/Arts	6387-0 CTE
1833 Amazon	SPACH3946	5/14/2026	04/2026, INV 1L91-376C-N6YX, Amazon Supplies - P01913-Visual and Performing Arts	$25.00	Visual and Performing Arts	6762 - Art/Music Block Grant
2893 AWS (Amazon Web Services)	SPACH3947	5/14/2026	04/2026, INV 2612214953, Goto VOIP Phone system- P00591	$2,186.24	Technology	0000-0 General : 0500-0 Technology
2276 Kelly Services, Inc.	SPACH3948	5/14/2026	01/29-02/06/2026, INV 5614302981, Kelly Substitutes	$3,576.86	General Academic	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3949	5/14/2026	04/2026, INV 1J9Q-7HVW-44JX, Alt Ed Amazon Supplies - PO02080-Alternative Education	$332.00	Alternative Education	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3950	5/14/2026	04/2026, INV 1KTC-11G9-6JFD, Amazon Supplies remaining balance - P02049-Buildings and Grounds	$87.35	Buildings and Grounds	0000-0 General : 0300-0 Operations
3359 UTLA	SPACH3951	5/14/2026	04/2026, Union Dues Certificated	$15,329.86	General Operations	0000-0 General : 0300-0 Operations
2445 Piece of Mind Care Services	SPACH3952	5/14/2026	04/2026, INV 193, Students Support Services	$93,915.23	Special Education	6500-0 Special Education
5762 Carolin Herrmann	SPACH3953	5/14/2026	04/2026, INV 1009, Special Education CALPADS Data Support	$696.00	Special Education	6500-0 Special Education
3275 GoTo Communications, Inc.	SPACH3954	5/14/2026	05/2026, INV IN7105371068, Goto VOIP Phone system- IQ P00591	$2,844.26	Technology	1100-0 - Lottery: Unrestricted
2276 Kelly Services, Inc.	SPACH3955	5/14/2026	01/26-01/30/2026, INV 5614120327, Kelly Substitutes	$5,639.34	General Academic	0000-0 General : 0100-0 Academic Depts
2445 Piece of Mind Care Services	SPACH3956	5/19/2026	04/2026, INV 00330, ELD Dept. Students Support Services	$5,121.25	English Language Development	3010-0 NCLB-Title I, Part A, Basic Grants Low Income and Neglected
1833 Amazon	SPACH3957	5/19/2026	03/22/2026, INV 1M9N-GCYY-7HT4, VAPA Amazon Supplies - PO02093-Visual and Performing Arts	$863.88	Visual and Performing Arts	6762 - Art/Music Block Grant
2276 Kelly Services, Inc.	SPACH3958	5/19/2026	04/13-04/17/26, INV 5616006557, Kelly Substitutes	$8,149.63	General Academic	0000-0 General : 0100-0 Academic Depts
5446 Touch Graphix, Inc.	SPACH3959	5/19/2026	04/2026, INV 114957, Wall accent/lighting/computer replacement- P01428	$32,037.40	Visual and Performing Arts	6762 - Art/Music Block Grant
1833 Amazon	SPACH3960	5/19/2026	03/22/2026, INV 1QLL-7GKY-4MDM, Amazon Bongo Head - PO1967-Visual and Performing Arts	$109.72	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts
2276 Kelly Services, Inc.	SPACH3961	5/19/2026	04/07-04/23/2026, INV 5616199762, Kelly Substitutes	$9,935.23	General Academic	0000-0 General : 0100-0 Academic Depts

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
1833 Amazon	SPACH3962	5/19/2026	03/22/2026, INV 1LFT-QW7Y-NKFX, Science Amazon Supplies - P01954-Science	$8.45	Science	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3963	5/19/2026	03/22/2026, INV 1NLY-F7MW-1C7T , Amazon Supplies - PO02083-General Operations	$280.60	General Operations	7910-0 Local Control Accountability Plan (LCAP) : : Goal 4 : Action 2
4343 Scoot Education Inc	SPACH3964	5/19/2026	5/5/26, INV 166092, Substitutes	$8,947.00	Administrative	0000-0 General : 0100-0 Academic Depts
2719 Pryor Learning, LLC	SPACH3965	5/19/2026	04/2026, INV 50037904 Pryer Plus Annual Acct - PO02396	$7,960.00	Administrative	6266 Educator Effectiveness, FY 2021-22
4632 Spectrum Enterprise 7801	SPACH3966	5/20/2026	05/26, Inv# 128697801050126, Acct#128697801 Enterprise Fiber line	$687.53	Technology	0000-0 General : 0500-0 Technology
4102 Allied Private Investigations & Security Services, LLC	SPACH3967	5/20/2026	04/07-04/30/2026, INV ELC 2604, Campus Security Services	$36,486.53	Security	0000-0 General : 0300-0 Operations
2276 Kelly Services, Inc.	SPACH3968	5/21/2026	4/22/26-5/1/26, INV 5616423866, Kelly Substitutes	$6,741.63	General Academic	0000-0 General : 0100-0 Academic Depts
2774 M&M Paper Co.	SPACH3969	5/21/2026	INV IN21693, Copy Paper - PO02198	$1,853.13	General Operations	0000-0 General : 0300-0 Operations
4102 Allied Private Investigations & Security Services, LLC	SPACH3970	5/21/2026	04/23/2026, INV ELC 2604 B, Campus Security Services - PO02470	$166.95	Security	0000-0 General : 0300-0 Operations
3922 Self Insured Schools of California	SPACH3971	5/21/2026	05/15/2026, CBR El Camino FSA	$796.00	General Operations	0000-0 General
5841 Braille Abilities, LLC	SPACH3972	5/21/2026	03/26, INV 103910, VI/O&M Service	$537.10	Special Education	6500-0 Special Education
4102 Allied Private Investigations & Security Services, LLC	SPACH3973	5/21/2026	04/17/2026, INV ELC 2604 A, Campus Security Services for Powder Puff - PO2471	$190.80	Security	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3974	5/21/2026	03/22/2026, INV 1WLM-4K9J-N3JN, Sped Dept. Amazon Supplies - PO02084-Special Education	$255.54	Special Education	6500-0 Special Education
1833 Amazon	SPACH3975	5/21/2026	03/2026, INV 1DLF-1YX1-617V, Amazon Supplies - P02072-Buildings and Grounds	$31.18	Buildings and Grounds	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3976	5/21/2026	03/2026, INV 1FNX-JG3H-1D73, Testing Supplies - P02064-Administrative	$165.75	Administrative	0000-0 General
4102 Allied Private Investigations & Security Services, LLC	SPACH3977	5/21/2026	03/2026, INV ELC 2603 A, Campus Security Services - PO02489	$620.10	Athletics	0000-0 General : 0200-0 Athletics
1833 Amazon	SPACH3978	5/28/2026	04/2026, INV 1W3L-CDR1-6XPN, Poster Board Assorted Colors Paper - PO02084-Special Education	$18.59	Special Education	6500-0 Special Education
1833 Amazon	SPACH3979	5/28/2026	04/2026, INV 1N16-RFR9-7Q7C, Amazon Supplies - PO02158-Administrative	$46.05	Administrative	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3980	5/28/2026	04/2026, INV 1VW1-M13P-QXK1, IEP Room Amazon Supplies - PO02195-Administrative	$1,074.02	Administrative	6318 - Antibias Education Grant
1833 Amazon	SPACH3981	5/28/2026	03/2026, INV 1F9N-PR4F-GWFQ, Landscaping tools/supplies, water heater, cafeteria lunch bags & car wash towels - PO02103-Administrative	$465.48	Administrative	0000-0 General : 0300-0 Operations

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1796 A/P Account

MAY 2026

Total $692,036.52

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
1833 Amazon	SPACH3982	5/28/2026	03/2026, INV 1TVJ-XCWL-GQQP, Stair and ramp paint - PO02140-Administrative	$35.10	Administrative	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3983	5/28/2026	INV 1LJM-TVQK-DW14, Boxes for senior device return - PO02376-Technology	$197.50	Technology	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3984	5/28/2026	INV 1JY7-LHG9-4KTN, Culinary Supplies - PO02426-Career/Voc Ed/Arts	$266.31	Career/Voc Ed/Arts	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3985	5/28/2026	03/2026, INV 1W3L-CDR1-6XPN, Supplies for art club - PO02168-Visual and Performing Arts	$410.05	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3986	5/28/2026	03/2026, INV 1QPY-HGQJ-HCF4, Lab Supplies - PO02136-Science	$66.26	Science	0000-0 General : 0100-0 Academic Depts
1833 Amazon	SPACH3987	5/28/2026	03/2026, INV 13DP-Y4T1-JHJT, Supplies for the Sped Department - PO02084-Special Education	$743.46	Special Education	6500-0 Special Education
1833 Amazon	SPACH3988	5/29/2026	04/2026, INV 1XRT-K4RT-W69Y, Cords for AP Art Graduation - P01992-Career/Voc Ed/Arts	$83.88	Career/Voc Ed/Arts	0000-0 General
1833 Amazon	SPACH3989	5/29/2026	04/2026, INV 1QNK-KQJ9-9VVP, Amazon Supplies - PO02195-Administrative	$3,016.41	Administrative	6318 - Antibias Education Grant
1833 Amazon	SPACH3990	5/29/2026	03/2026, INV 1TVJ-XCWL-FV4X, Hard Drives for Theater to back ups - PO02093-Visual and Performing Arts	$625.56	Visual and Performing Arts	6770 - Arts and Music in Schools (AMS)- (Prop 28)
1833 Amazon	SPACH3991	5/29/2026	04/2026, INV 1LDK-DXPT-PLCD, Sensory Toy for Sped Dept - PO02084-Special Education	$39.48	Special Education	6500-0 Special Education
1833 Amazon	SPACH3992	5/29/2026	INV 1FTL-PL6X-FC77 Building and Ground supplies - PO02356-Buildings and Grounds	$648.15	Buildings and Grounds	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3993	5/29/2026	04/2026, INV 1W3L-CDR1-6WTH, Bungalow stair and ramp paint - P02140-Administrative	$827.51	Administrative	0000-0 General : 0300-0 Operations
1833 Amazon	SPACH3994	5/29/2026	INV 1C7J-TY3C-XLR4, Poster - PO02262-Visual and Performing Arts	$15.35	Visual and Performing Arts	0000-0 General : 0100-0 Academic Depts

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1826 ASB Trust

MAY 2026

Total $119,601.03

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
2035 Countdown Printables	3877	5/5/2026	INV 33633-1, Class of 2026 Graduation Stoles, TRUST- PO02321	$1,571.02	ASB General	9150-0 Trust/Club
5975 Sunset Builders Inc	3878	5/5/2026	4/10/26, Lighting Installation for JV Clubhouse - PO02343	$850.00	TRUST - Baseball	9150-0 Trust/Club : 1100 Athletics
6002 Kyle Vincent Carillo Manolong	3879	5/5/2026	04/2026, Percussion Instruction - PO02362	$400.00	TRUST - Band	9150-0 Trust/Club : 1000 ASB
425 Alicia Benites	3880	5/5/2026	4/16-4/20, Reimbursement for food, Chaperoning STEP Competition in Dallas, Texas	$176.96	TRUST - Step	9150-0 Trust/Club : 1000 ASB
368 614681 Stephanie Franklin	3881	5/5/2026	2026 Reimbursement for food, dry cleaning and water for ACADECA Team	$240.19	TRUST - AcaDeca	9150-0 Trust/Club
4265 Grand G&G Inc.	3882	5/8/2026	05/2026, INV 108588 Student Store Snack Inventory	$1,257.47	ASB General	9150-0 Trust/Club : 1000 ASB
5395 Courtney Coffey	3883	5/8/2026	04/2026, Colorguard Coaching - PO02363	$600.00	TRUST - Band	9150-0 Trust/Club : 1000 ASB
5424 Ameci Pizza	3884	5/11/2026	#6701, 5/11/26 Softball Pizza - PO02458	$102.91	TRUST - Softball	9150-0 Trust/Club : 1100 Athletics
5391 Instrumentalist Awards LLC	3885	5/14/2026	2025-2026, Instrumentalist Student Awards - PO02330	$1,967.00	TRUST - Band	9150-0 Trust/Club
2035 Countdown Printables	3886	5/14/2026	05/2026, INV 33762-1, Boys Soccer T-Shirts	$962.80	TRUST - Boys Soccer	9150-0 Trust/Club : 1100 Athletics
4265 Grand G&G Inc.	3887	5/19/2026	INV 108786, Student Store Snack Inventory - PO12815	$1,876.40	ASB General	9150-0 Trust/Club : 1000 ASB
6030 Hacienda Tapatio	3888	5/15/2026	05/17/2026, Girls Basketball Banquet - PO02503	$2,400.00	TRUST - Girls Basketball	9150-0 Trust/Club : 1100 Athletics
4853 Drizen-dohs Corporate Communications, Inc.	3889	5/19/2026	2025-2026, INV 8532, ECR Basketball Varsity Posters Season - PO02419	$303.26	TRUST - Boys Basketball	9150-0 Trust/Club : 1100 Athletics
1833 Amazon	3890	5/19/2026	03/2026, INV 1G7M-J3X9-PFVC, Student Council Amazon Supplies - P02050-ASB General	$19.99	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3891	5/19/2026	03/2026, INV 1QLL-7GKY-46WV, Student Council Amazon Supplies - P02001-ASB General	$44.87	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3892	5/19/2026	04/2026, INV 1DLF-1YX1-49LX, Graduation Amazon Supplies - P02051-TRUST - Grad Class 2026	$226.02	TRUST - Grad Class 2026	9150-0 Trust/Club : 1000 ASB
5219 CCIDM Inc.	3893	5/19/2026	Voided	-	TRUST	9150-0 Trust/Club
5866 Daniela M Lomeli	3894	5/19/2026	03/2026-04/2026, Coaching - PO02397	$300.00	TRUST - Band	9150-0 Trust/Club : 1000 ASB
4586 PNK enterprises, Inc (Anderson Trophy Co.)	3895	5/19/2026	05/2026, INV 730182, Plaques for Boys Basketball , PO02420	$887.95	TRUST - Boys Basketball	9150-0 Trust/Club : 1100 Athletics
5881 Sunset On the 5th LLC	3896	5/20/2026	05/20/2026, Venue Rental - PO02513	$1,100.00	ASB General	9150-0 Trust/Club : 1000 ASB
6021 Diego Villegas	3897	5/20/2026	04/2026, Spring 2026 Winter Percussion Coaching - PO02418	$800.00	ASB General	9150-0 Trust/Club : 1000 ASB
5424 Ameci Pizza	3898	5/20/2026	05/20/2026, Pizza for Student Council - PO02519	$143.33	ASB General	9150-0 Trust/Club
5095 Matthew Wright	3899	5/20/2026	04/17-4/19/2026, INV ECR-CG-2026-04, Winter Season Championships Expenses - PO02414	$3,972.27	TRUST - Band	9150-0 Trust/Club : 1000 ASB

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1826 ASB Trust

MAY 2026

Total $119,601.03

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
1833 Amazon	3900	5/21/2026	03/2026, INV 1W4M-YJCQ-4CM6, ECR Step uniforms for National Step Competition - PO02077-TRUST - Step	$1,673.55	TRUST - Step	9150-0 Trust/Club
1833 Amazon	3901	5/21/2026	03/22/2026, INV 1J9Q-7HVW-4M47, Student Council Champion Sports Tally and Pitch Counter - PO02095-ASB General	$60.96	ASB General	9150-0 Trust/Club : 1000 ASB
1945 Brooks Transportation Inc.	3902	5/21/2026	04/04/2026, INV 28648, Bus Transportation to Los Osos HS for Colorguard competition - PO02465	$1,525.00	TRUST - Band	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3903	5/21/2026	03/2026, INV 1QLL-7GKY-4VKW, Amazon Supplies - P02014-ASB General	$120.71	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3904	5/21/2026	03/2026, INV 1W4M-YJCQ-4CM6, Blank Cards for StuCo - P02043-TRUST - Grad Class 2026	$63.76	TRUST - Grad Class 2026	9150-0 Trust/Club : 1000 ASB
5424 Ameci Pizza	3905	5/21/2026	05/21/2026, INV 6715, Pizza for student athletes - PO02541	$321.57	ASB General	9150-0 Trust/Club
5424 Ameci Pizza	3906	5/21/2026	05/21/2026,INV 6716, Pizza to sell for vendor fair - PO02531	$130.60	ASB General	9150-0 Trust/Club
5217 LOC Enterprises LLC	3907	5/21/2026	INV 30, Grip Socks for Girls Soccer Team - PO02299	$823.13	TRUST - Girls Soccer	9150-0 Trust/Club : 1100 Athletics
3066 Trophyman/Best Buy Trophy	3908	5/21/2026	INV 21746, Plaque awards for Football Players - PO1388	$2,326.70	TRUST - Football	9150-0 Trust/Club : 1000 ASB
6010 Green Leaf Karts, LLC	3909	5/26/2026	INV 73629, Golf Cart - New tires, batteries, cables and charger - PO02556	$4,477.75	Football	9150-0 Trust/Club : 1100 Athletics
2444 Picture Perfect Graphics	3910	5/27/2026	INV 4741, Graduation Stoles for class of 2026 - PO02553	$658.50	TRUST - Cross Country	9150-0 Trust/Club : 1100 Athletics
2444 Picture Perfect Graphics	3911	5/27/2026	04/2026, INV 4713, Senior banner for Track and Field Team - PO02358	$1,208.80	TRUST - Track & Field	9150-0 Trust/Club : 1100 Athletics
5012 German Hernandez (Monarca Mexican Restaurant)	3912	5/28/2026	05/2026, ECR Soccer Banquet Food - PO02554	$1,308.70	TRUST - Boys Soccer	9150-0 Trust/Club : 1100 Athletics
1833 Amazon	3913	5/28/2026	03/26, INV 1TVJ-XCWL-FVK3, Uniforms for ECR Step Competition - PO02134-TRUST - Step	$93.11	TRUST - Step	9150-0 Trust/Club
1833 Amazon	3914	5/28/2026	03/2026, INV 16QN-QGXT-LW39, Earth day Supplies (Gummy worms, Oreos, pudding, environmentally friendly bowls, spoons, rocks & markers - PO02178-ASB General	$322.49	ASB General	9150-0 Trust/Club
1833 Amazon	3915	5/28/2026	03/2026, INV 16HX-RLJW-LQM9, StudCo Classroom Supplies - PO02113-ASB General	$120.08	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3916	5/28/2026	03/2026, INV 1RGT-QKGT-GX3J, Prize for ECR's Got Talent Winner - PO02111-ASB General	$54.82	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3917	5/28/2026	04/2026, INV 1N19-3JQH-6K6R, Amazon Supplies needed to advertise prom - PO02185-ASB General	$128.42	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3918	5/28/2026	04/2026, INV 16D1-1R9C-1FTX, Amazon Supplies Women's History Month - PO02043-ASB General	$91.83	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3919	5/28/2026	04/2026, INV 1MJN-TYQL-6TVL, Amazon Supplies - PO02190-ASB General	$72.72	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3920	5/28/2026	04/2026, INV 1FMG-QGVF-76V3, Earth day Environmentally Friendly Supplies - PO02178-ASB General	$87.63	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3921	5/28/2026	04/2026, INV 11RP-GQHK-4QRM, Chocolates for Club of the Month Prize - PO02182-ASB General	$39.46	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3922	5/28/2026	04/2026, INV 16J6-73XF-WPNK, Publicity Amazon Supplies - PO02190-ASB General	$39.50	ASB General	9150-0 Trust/Club : 1000 ASB

EL CAMINO REAL CHARTER

CHECK REGISTER

ACCOUNT: 1826 ASB Trust

MAY 2026

Total $119,601.03

Name	Check Number	Date	Memo	Amount	Department	Fund/Program
1833 Amazon	3923	5/28/2026	04/2026, INV 1KWK-4MLY-Q6JW, Advertise powderpuff materials - PO02184-ASB General	$825.91	ASB General	9150-0 Trust/Club : 1000 ASB
5424 Ameci Pizza	3924	5/28/2026	06/2026, INV 6728, Pizza for Girls Lacrosse - PO02569	$132.79	ASB General	9150-0 Trust/Club
1833 Amazon	3925	5/28/2026	04/2026, INV 1K9M-7LJ3-WXRH, Amazon Supplies to Advertise Prom - PO02185-ASB General	$71.16	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3926	5/28/2026	04/2026, INV 1JYH-TGXX-Q3QH, Earth Day Supplies Environmentally Friendly - PO02178-ASB General	$91.51	ASB General	9150-0 Trust/Club : 1000 ASB
1833 Amazon	3927	5/28/2026	04/2026, INV 169Y-WKKK-X1QF,Uniforms for Step Competition - PO02216-TRUST - Step	$27.43	TRUST - Step	9150-0 Trust/Club
2853 First Class Events	3928	5/29/2026	05/2026, INV 263005, Prom 2026 Final Invoice -PO02586	$82,500.00	TRUST - Grad Class 2026	9150-0 Trust/Club : 1000 ASB

El Camino Real Charter High School
Trust Balance Report
May 2026

Club	Balance
ASB General	$ 62,556.45
TRUST - A Capella (Vocal Royale)	$ 1,218.28
TRUST - ASA (Armenian Student Association)	$ 46.00
TRUST - ASL Club	$ 187.75
TRUST - AVID	$ 6,734.22
TRUST - AcaDeca	$ 1,628.42
TRUST - Active Minds	$ 34.88
TRUST - Alt. Music Club	$ 72.00
TRUST - American Cancer (Relay)	$ 679.82
TRUST - American Heart	$ 36.00
TRUST - Art4Hearts	$ 41.00
TRUST - Athletic Director	$ 93.80
TRUST - Backing the Brave	$ 41.00
TRUST - Badminton Club	$ 31.00
TRUST - Band	$ 3,403.67
TRUST - Baseball	$ 23,293.63
TRUST - Beyond the Books	$ 164.00
TRUST - Biology Club	$ 43.50
TRUST - Black Student U	$ 5,346.16
TRUST - Bowling Club	$ 42.00
TRUST - Boys Basketball	$ 16,154.09
TRUST - Boys Golf	$ 937.55
TRUST - Boys Lacrosse	$ 9,866.26
TRUST - Boys Soccer	$ (3,067.86) mailed Ian Kogan regarding the trust deficiency
TRUST - Boys Tennis	$ 1,536.77
TRUST - Boys Volleyball	$ 4,998.11
TRUST - Boys Waterpolo	$ 2,048.27
TRUST - Brett Schmit Memorial Fund	$ 2,319.13
TRUST - CSF	$ 36,013.19
TRUST - Cheerleaders	$ 20,927.50
TRUST - Choir	$ 16,167.44
TRUST - Class of 2029	$ 66.66
TRUST - Claws for a Cause	$ 17.88
TRUST - Cognitive Youth Tutoring Club	$ 24.00
TRUST - College Counseling	$ 239.68
TRUST - Conquistador For Christ	$ 108.00
TRUST - Creative Writing	$ 2,645.94
TRUST - Cross Country	$ 2,536.30
TRUST - Culinary	$ 194.34
TRUST - DECA	$ 978.40
TRUST - Dance	$ 9,427.35
TRUST - Drama	$ 43,761.13
TRUST - Drone Club	$ 847.78
TRUST - Dungeons & Dragons Club	$ 35.50
TRUST - ECR Community Leaders	$ 700.00
TRUST - ECR ROYAL FAMILIES	$ 1,723.58
TRUST - ECR School on Wheels	$ 38.00
TRUST - ECR Squads Abroad Club	$ 145.00
TRUST - Environmental	$ 7.00
TRUST - FBLA (Future Business Leaders of America)	$ 4.00
TRUST - FCCLA	$ 707.00
TRUST - FLEX	$ 40.00
TRUST - Filipino Club	$ 23.96
TRUST - Film Club	$ 17.00
TRUST - Football	$ 133,384.35
TRUST - Forensics Club	$ 58.00
TRUST - French Club	$ 1,453.48
TRUST - Future Homemakers	$ 182.00
TRUST - GSA Club	$ 2,465.26
TRUST - Ganssle Memorial Schol	$ 1,000.00
TRUST - Gifts of Gratitude	$ 35.00
TRUST - Girls Basketball	$ 3,318.85
TRUST - Girls Flag Football	$ 1,410.44
TRUST - Girls Golf	$ 3,507.56
TRUST - Girls Lacrosse	$ 4,937.01
TRUST - Girls Soccer	$ 1,432.32

El Camino Real Charter High School
Trust Balance Report
May 2026

Club	Balance	
TRUST - Girls Tennis	$ 3,259.94	
TRUST - Girls Volleyball	$ 15,227.64	
TRUST - Girls Water Polo	$ 1,210.71	
TRUST - Giving Tree	$ 32.00	
TRUST - Grad Class 2026	$ (1,907.22)	($31,414.75) Upcoming funds from Stripe
TRUST - Grad Class 2027	$ 12,654.95	
TRUST - Great Films Club	$ 69.00	
TRUST - HEARS	$ 912.09	
TRUST - Helping Hands	$ 22.00	
TRUST - Hope Haven	$ 85.50	
TRUST - Hope Through Hearts	$ 189.08	
TRUST - International Relations Club	$ 20.00	
TRUST - Jewish Club	$ 65.50	
TRUST - KPOP Club	$ 292.33	
TRUST - Key Club	$ 503.94	
TRUST - Kiva Club	$ 109.76	
TRUST - La Familia	$ 159.47	
TRUST - Local Charity Outreach	$ 92.00	
TRUST - Local Vocals	$ 828.00	
TRUST - Marine Biology Club	$ 44.00	
TRUST - Medical Club	$ 7,948.22	
TRUST - Milton Goffman Scholarship	$ 7,805.00	
TRUST - Mock Trial	$ 385.00	
TRUST - Model United Natn	$ 277.87	
TRUST - Munch Bunch	$ 228.00	
TRUST - Muslim Student Association (MSA)	$ 44.00	
TRUST - NJROTC	$ 43,179.93	
TRUST - National Honors Soc	$ 4,002.55	
TRUST - Operation Smile	$ 38.17	
TRUST - Paws for Life	$ 231.44	
TRUST - Paws for a Cause	$ 36.00	
TRUST - Persian Club	$ 65.00	
TRUST - Philosophy Club	$ 116.00	
TRUST - Physics Club	$ 633.79	
TRUST - Plane & Aviation	$ 36.20	
TRUST - Podcast Club	$ 97.00	
TRUST - Project Paper Bag	$ 266.04	
TRUST - Purr & Wag Society	$ 22.00	
TRUST - Reality TV Club	$ 8.50	
TRUST - Recycle for Research	$ 378.82	
TRUST - Relay for life	$ 2,135.96	
TRUST - Robotics	$ 3,693.42	
TRUST - Rocketry Club	$ 26.25	
TRUST - SURF CLUB	$ 414.53	
TRUST - Sand Volleyball	$ 1,865.94	
TRUST - Save the Waves	$ 126.00	
TRUST - Schship JHarrison	$ 9,253.61	
TRUST - Science Bowl	$ 1,441.23	
TRUST - Science National Honors Society	$ 119.90	
TRUST - Softball	$ 14,637.81	
TRUST - Soil Regeneration Club	$ 91.00	
TRUST - Spanish Honor Soc	$ 440.70	
TRUST - Speak it Forward	$ 150.00	
TRUST - Speech & Debate	$ 176.68	
TRUST - Sports Psychology	$ 110.00	
TRUST - Step	$ (2,426.56)	mailed Evan Coleman regarding the trust deficiency
TRUST - Swimming & Diving	$ 4,859.01	
TRUST - Tech Support for Senior Citizens	$ 11.00	
TRUST - The Awareness Society	$ 24.00	
TRUST - Thespians Club	$ 1,683.84	
TRUST - Together in Tech	$ 25.00	
TRUST - Track & Field	$ 5,623.71	
TRUST - Turning Point USA	$ 85.00	
TRUST - UNICEF	$ 720.22	
TRUST - VAPA Scholarship	$ 2,719.52	
TRUST - VIP Sports	$ 32.00	

El Camino Real Charter High School
Trust Balance Report
May 2026

Club	Balance
TRUST - Vietnamese Club	$ 142.58
TRUST - Visual Arts Club	$ 41.00
TRUST - Wrestling	$ 3,143.64
TRUST - Yearbook	$ 496.00
TRUST - You Can Do This SCHLR	$ 500.00
Total	**$ 566,793.76**

Coversheet

Discuss and Vote to Recommend to the Full Board Approval of the May 2026 Credit Card Charges.

Section: III. Finance
Item: C. Discuss and Vote to Recommend to the Full Board Approval of the May 2026 Credit Card Charges.
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_III.C._-May_2026_Credit_Card_Details.pdf

ECRCHS
CREDIT CARD DETAILS
May 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
SMARTANDFINAL 409	4/28/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$435.68	General
CHARTER UP, LLC	4/28/2026	PO02223	Bus for Trip to State Tournament for History Day (Woodland Hills -> Sacramento -> Woodland Hills) 5/1-5/3	David Hussey	Megan Rayzor	Social Studies	$5,894.98	General
SMARTANDFINAL 409	4/29/2026	PO02342	Osmosis/Gummy Bear Common Lab For Biology	David Hussey	Rosalinda Montague	Science	$40.06	General
SMARTANDFINAL 409	4/29/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$498.04	General
YOUNG, MINNEY & CORR	4/29/2026	PO02365	Governance with Integrity: Ethics Training for Charter School Boards 2026	David Hussey	Vania Rodriguez	Admin	$75.00	General
HYATT REGENCY ORANGE COU	4/29/2026	PO02248	hotel rooms for national competition	David Hussey	Stephanie Franklin	AcaDeca	$629.37	General
HYATT REGENCY ORANGE COU	4/29/2026	PO02248	hotel rooms for national competition	David Hussey	Stephanie Franklin	AcaDeca	$629.37	General
HYATT REGENCY ORANGE COU	4/29/2026	PO02248	hotel rooms for national competition	David Hussey	Stephanie Franklin	AcaDeca	$629.37	General
HYATT REGENCY ORANGE COU	4/29/2026	PO02248	hotel rooms for national competition	David Hussey	Stephanie Franklin	AcaDeca	$629.37	General
HYATT REGENCY ORANGE COU	4/29/2026	PO02248	hotel rooms for national competition	David Hussey	Stephanie Franklin	AcaDeca	$629.37	General
FACEBK *5XHARNMSQ2	4/30/2026	PO01026	Advertising on Facebook & Instagram for increasing enrollment efforts	David Hussey	Ricardo Covarrubias	Marketing	$453.49	General
FLUTTERFLOW, INC.	5/1/2026	PO02647	FlutterFlow web app hosting & editing platform	David Hussey	Chris Valencia	Technology	$720.00	General
GOOGLE *CLOUD X7MTL9	5/1/2026	PO01022	Growth Plan for May 1, 2026May 1, 2027	David Hussey	Chris Valencia	Technology	$184.27	General
DOUBLE TREE	5/1/2026	PO02328	Hotel for State History Day	David Hussey	Megan Rayzor	Social Studies	$494.48	General
DOUBLE TREE	5/1/2026	PO02328	Hotel for State History Day	David Hussey	Megan Rayzor	Social Studies	$494.48	General
SMARTANDFINAL 409	5/2/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$484.45	General
INDEED USI26-03592920	5/2/2026	PO02665	April Indeed job postings	David Hussey	Rocio Castaneda	Admin	$280.86	General
ENTERPRISE RENT-A-CAR	5/3/2026	PO02294	Rental car while in Tampa, Florida for NJROTC Academic National competition. 6 passengers	David Hussey	Ronald Flahert	ROTC	$206.84	General
DOUBLE TREE	5/3/2026	PO02328	Hotel for State History Day	David Hussey	Megan Rayzor	Social Studies	$517.69	General
DOUBLE TREE	5/3/2026	PO02328	Hotel for State History Day	David Hussey	Megan Rayzor	Social Studies	$517.69	General
DOUBLE TREE	5/3/2026	PO02328	Hotel for State History Day	David Hussey	Megan Rayzor	Social Studies	$517.69	General
SMARTANDFINAL 409	5/5/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$524.49	General
SMARTANDFINAL 409	5/8/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$380.69	General
ERACTOLL 577391577	5/12/2026	PO02683	Rental car while in Tampa, Florida for NJROTC Academic National competition. 6 passengers	David Hussey	Ronald Flahert	ROTC	$18.97	General
MAILCHIMP	5/12/2026	PO01021	Communications Software: Email	David Hussey	Ricardo Covarrubias	Marketing	$593.00	General
SMARTANDFINAL 409	5/13/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$290.87	General
ALGOLIA 2U2605797532	5/13/2026	PO01032	Database Indexing Service	David Hussey	Ryan Guinto	Technology	$347.00	General
MONDAY.COM	5/13/2026	PO02490	Project and Calendar planning for lifecycle tracking of devices and subscriptions.	David Hussey	Chris Valencia	Technology	$456.00	General
AGUAVIDA PREMIUM WATER	5/15/2026	PO00984	Water Delivery - every 3 weeks	David Hussey	Chris Valencia	Operations	$450.47	General
FACEBK *2T643QRSQ2	5/17/2026	PO01026	Advertising on Facebook & Instagram for increasing enrollment efforts	David Hussey	Ricardo Covarrubias	Marketing	$900.00	General
SMARTANDFINAL 409	5/19/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$616.18	General
METRICS GROUP LLC	5/19/2026	PO01436	Application for Checkpoint Tracking	David Hussey	Ryan Guinto	Operations	$300.00	General

ECRCHS
CREDIT CARD DETAILS
May 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
ALASKA AIR 0272145442493	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$34.60	TRUST - Football
ALASKA AIR 0272145442464	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442465	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442466	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442467	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442468	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442469	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442470	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442471	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442472	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442473	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442474	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442475	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442476	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442477	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442478	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442479	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442480	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442481	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442482	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442483	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$558.07	TRUST - Football
ALASKA AIR 0272145442402	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442403	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442404	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442405	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442406	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442407	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442408	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442409	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442410	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442411	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442412	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442413	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442414	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442415	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442416	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football

ECRCHS
CREDIT CARD DETAILS
May 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
ALASKA AIR 0272145442417	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442418	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442419	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442420	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442421	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442422	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442423	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442424	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442425	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442426	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442427	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442428	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442429	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442430	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442431	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442432	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442433	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442434	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442435	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442436	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442437	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442438	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442439	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442440	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442441	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442442	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442443	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442444	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442445	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442446	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442447	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442448	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145442449	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$499.50	TRUST - Football
ALASKA AIR 0272145443404	5/19/2026	PO02476	Flight to Hawaii game vs Kauai	David Hussey	Jesus Contreras	Athletics	$34.60	TRUST - Football
SMARTANDFINAL 409	5/20/2026	PO01054	Culinary class groceries	David Hussey	Nicole Gamez	CTE	$469.54	General

ECRCHS
CREDIT CARD DETAILS
May 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
CHARTER UP, LLC	5/20/2026	PO02223	Bus for Trip to State Tournament for History Day (Woodland Hills -> Sacramento -> Woodland Hills) 5/1-5/3	David Hussey	Megan Rayzor	Social Studies	($964.50)	General
					Total		**$54,551.86**	

ECRCHS
CREDIT CARD DETAILS
May 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
CANVA* I04867-46910995	4/30/2026	PO02375	Canva order of literary magazine (Full-size Print)	Fernando Delgado	Audra Herrera	Club - Creative Writing	$296.34	TRUST - Creative Writing
FIVERR *	4/30/2026	PO02377	Transcription for 04/16/26 Finance and Investment Board meeting	Fernando Delgado	Vania Rodriguez	Admin	$109.00	General
MOSYLE COR* MOSYLE_MAN	5/1/2026	PO02648	Apple Device MDM Enrollment.	Fernando Delgado	Chris Valencia	Technology	$8.25	General
WL *ODOO	5/1/2026	PO02403	MCP server for automated tasks and services.	Fernando Delgado	Chris Valencia	Technology	$115.95	General
SMARTANDFINAL 409	5/1/2026	PO02342	Osmosis/Gummy Bear Common Lab For Biology	Fernando Delgado	Rosalinda Montague	Science	$49.95	General
CLAUDE.AI SUBSCRIPTION	5/2/2026	PO02646	AI Analysis and custom querying.	Fernando Delgado	Chris Valencia	Technology	$198.31	General
UPS*BILLING CENTER	5/4/2026	PO02413	UPS invoice for return shipping.	Fernando Delgado	Mike Vosogh	Technology	$173.15	General
NYLAS	5/5/2026	PO0590	Email indexing for in house app.	Fernando Delgado	Ryan Guinto	Technology	$495.78	General
RESOLUME B.V.	5/5/2026	PO02406	RESOLUME PROJECTION MAPPING SOFTWARE	Fernando Delgado	Chris Hutson	VAPA	$473.63	AMIM Block Grant
EDUCATIONAL THEATRE ASSO	5/6/2026	PO02411	Membership fee for Educational Theatre Association-Thespians advisor	Fernando Delgado	Heidi Hutson	VAPA	$145.00	General
WWW.CASBO.ORG	5/7/2026	PO2422	CASBO membership provides access to current best practices, legislative updates, compliance training	Fernando Delgado	Janneyra Verduzco	Business Office	$4,375.00	Educator Effectiveness Grant
EVENT TICKET 15 JUN	5/7/2026	PO02429	Aeries Webinar CALPADS EOY 2	Fernando Delgado	Stephanie Avila	Technology	$150.00	General
EVENT TICKET 18 MAY	5/7/2026	PO02429	Aeries Webinar CALPADS EOY 1	Fernando Delgado	Stephanie Avila	Technology	$150.00	General
WWW COSTCO COM	5/7/2026	PO02391	Refrigerator - Replacing non-functional unit at Shoup Campus	Fernando Delgado	Mike Vosogh	Buildings & Grounds	$877.99	AMIM Block Grant
HONEYBAKED HAM #8939	5/7/2026	PO02412	Teacher Appreciation week lunch for Friday 5/08/26	Fernando Delgado	Colson Phillip	Admin	$2,110.77	ECRA Fundraising
IN *NATIONAL AWARDS RECOG	5/8/2026	PO02318	cords and the sashes for the graduating seniors of the Spanish Honor Society	Fernando Delgado	Daniela Hernandez	Club - Spanish Honor Society	$417.80	TRUST - Spanish Honor Society
SMARTANDFINAL 409	5/8/2026	PO02439	Beverages for Teachers Appreciation 5/8/2026	Fernando Delgado	Colson Phillip	Admin	$207.09	ECRA Fundraising
SP TROPHYDEPOT	5/12/2026	PO02467	Awards for Men's Volleyball Banquet	Fernando Delgado	John Galvan	Athletics	$248.72	TRUST - Boys Volleyball
WWW COSTCO COM	5/12/2026	PO02668	Tissues order for the school	Fernando Delgado	Mike Vosogh	Operations	$411.38	General
NASSP PRODUCT & SERVICE	5/15/2026	PO02462	NHS White Satin Pendant Stole for NHS graduates	Fernando Delgado	Amy Carter	Club - National Honor Society	$736.99	TRUST - National Honor Society
MUSIC THEATRE INTL	5/18/2026	PO02661	Licensing and materials for summer show- The Theory of Relativity	Fernando Delgado	Heidi Hutson	VAPA	$2,249.64	TRUST - Drama
STONEFIREGRILL	5/19/2026	PO02512	Annual end of the year student council banquet	Fernando Delgado	Brian Wilson	Student Council	$774.78	ASB General
WWW.ACADEMYMUSEUM.ORG	5/19/2026	PO02384	Admission to Academy Award museum for Audio Production program- May 21st, 2026	Fernando Delgado	Mark Rodriguez	CTE	$66.00	General
FIVERR *	5/19/2026	PO02504	Transcription services for Regular Board Meeting 4/23/2026	Fernando Delgado	Vania Rodriguez	Admin	$109.00	General
FIVERR *	5/19/2026	PO02634	Transcription services for Regular Board Meeting: May 14, 2026	Fernando Delgado	Vania Rodriguez	Admin	$263.75	General

ECRCHS
CREDIT CARD DETAILS
May 2026

Vendor	Date	PO	Description	Card Holder	Requested By	Department	Transaction Amount	Source
SP THE HONOR CORD CO	5/19/2026	PO02505	Grad cords for physics students.	Fernando Delgado	Ziat Zahur	STEAM	$123.90	TRUST - Physics Club
NINTENDO CB1632304295	5/19/2026	PO02509	Nintendo Live Subscription, Super Smash Bros. Character Bundles.	Fernando Delgado	Ziat Zahur	STEAM	$19.99	General
TST* NOTHING BUNDT CAKES	5/20/2026	PO02514	desert for 5/21 banquet	Fernando Delgado	Brian WIlson	Student Council	$149.00	ASB General
NINTENDO CA1633176865	5/21/2026	PO02509	Nintendo Live Subscription, Super Smash Bros. Character Bundles.	Fernando Delgado	Ziat Zahur	STEAM	$29.99	General
NINTENDO CA1633176510	5/21/2026	PO02509	Nintendo Live Subscription, Super Smash Bros. Character Bundles.	Fernando Delgado	Ziat Zahur	STEAM	$24.99	General
WALTERS-WW33	5/22/2026	PO02584	Marquee "Ocal" piping - Purchased for LAUSD Electricians	Fernando Delgado	Mike Vosogh	Buildings & Grounds	$5,487.64	AMIM Block Grant
HOME-CAMPUS.COM	5/22/2026	PO02020	Yearly Home Campus subscription Athletic Clearance CIFLA 12 Months	Fernando Delgado	Richard Russell	Athletics	$695.00	General
SMARTANDFINAL 409	5/22/2026	PO02561	StuCo Soak event	Fernando Delgado	Evan Ireland StuCo	Student Council	$102.62	ASB General
SMARTANDFINAL 409	5/22/2026	PO02517	StuCo Soak event	Fernando Delgado	Evan Ireland StuCo	Student Council	$128.50	ASB General
GOOGLE PLAY BOOKS	5/24/2026		Dispute Charge	Fernando Delgado			$2.49	
					Total		**$ 21,978.39**	

Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
DAVID HUSSEY
Statement Date : 05-25-2026

Account Summary

Previous Balance	$0.00
Purchases and Other Charges	$55,516.36
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$964.50 CR
Payments	$0.00 PY
Total Activity	**$54,551.86**
Disputed Amount	$0.00

General Information

Total Activity $54,551.86

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE **1-800-344-5696**

Account Messages

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

New Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-28	24008476118000533636364	CHARTER UP, LLC 8559202287 GA	5,894.98
04-29	04-28	24231686118731294003062	SMARTANDFINAL 409 510-851-8548 CA	435.68
04-30	04-29	24231686119732430002975	SMARTANDFINAL 409 510-851-8548 CA	40.06
04-30	04-29	24231686119732430002991	SMARTANDFINAL 409 510-851-8548 CA	498.04
04-30	04-29	24492166120100004769300	YOUNG, MINNEY & CORR WWW.YMCLEGAL. CA	75.00
05-01	04-30	24793386120000412620097	FACEBK *5XHARNMSQ2 650-5434800 DE	453.49
05-01	04-29	24943006120422253235780	HYATT REGENCY ORANGE COU 7147501234 CA	629.37
			2538797147501234 ARRIVAL:04-22-26	
05-01	04-29	24943006120422253235806	HYATT REGENCY ORANGE COU 7147501234 CA	629.37
			2539147147501234 ARRIVAL:04-22-26	
05-01	04-29	24943006120422253235822	HYATT REGENCY ORANGE COU 7147501234 CA	629.37
			2539407147501234 ARRIVAL:04-22-26	

(New Activity continued on next page)

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

EL CAMINO REAL CHS

Account Number: 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Amount Due: $0.00

****MEMO STATEMENT ONLY****
DO NOT REMIT PAYMENT

106481879806455 S

DAVID HUSSEY
EL CAMINO REAL CHS
5440 VALLEY CIRCLE BLVD
WOODLAND HILLS CA 91367-5949

DAVID HUSSEY
Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Statement Date : 05-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount	
05-01	04-29	24943006120422253235848	HYATT REGENCY ORANGE COU 7147501234 CA 2539587147501234 ARRIVAL:04-22-26	629.37	
05-01	04-29	24943006120422253235905	HYATT REGENCY ORANGE COU GARDEN GROVE CA 46473912 ARRIVAL:04-22-26	629.37	
05-04	05-01	2400077612210002114005	FLUTTERFLOW, INC. FLUTTERFLOW.I CA	720.00	
05-04	05-03	24164076123060216135069	ENTERPRISE RENT-A-CAR ORLANDO FL 577391577	206.84	
05-04	05-02	24231686122736087003173	SMARTANDFINAL 409 510-851-8548 CA	484.45	
05-04	05-01	24692166121406001726889	GOOGLE *CLOUD X7MTL9 G.CO/HELPPAY# CA	184.27	
05-04	05-02	24793386122000922760092	INDEED USI26-03592920 800-4625842 TX	280.86	
05-04	05-01	24943006122423602068490	DOUBLE TREE SACRAMENTO CA 54927071 ARRIVAL:05-01-26	494.48	
05-04	05-01	24943006122423602069530	DOUBLE TREE SACRAMENTO CA 54927071 ARRIVAL:05-01-26	494.48	
05-05	05-03	24943006124424726058779	DOUBLE TREE SACRAMENTO CA 54927071 ARRIVAL:05-01-26	517.69	
05-05	05-03	24943006124424726058886	DOUBLE TREE SACRAMENTO CA 54927071 ARRIVAL:05-01-26	517.69	
05-05	05-03	24943006124424726058894	DOUBLE TREE SACRAMENTO CA 54927071 ARRIVAL:05-01-26	517.69	
05-06	05-05	24231686125739523017341	SMARTANDFINAL 409 510-851-8548 CA	524.49	
05-11	05-08	24231686128743028017647	SMARTANDFINAL 409 510-851-8548 CA	380.69	
05-13	05-13	24011346133100060891373	ALGOLIA 2U2605797532 ALGOLIA.COM CA	347.00	
05-13	05-12	24430996133748731779578	ERACTOLL 577391577 TOLLPASSCUSTO FL	18.97	
05-13	05-12	24793386132000105238070	MAILCHIMP 678-9990141 GA	593.00	
05-14	05-13	24116416133748999149449	MONDAY.COM HTTP://WWW.MO NY	456.00	
05-14	05-13	24231686133748848003498	SMARTANDFINAL 409 510-851-8548 CA	290.87	
05-15	05-15	24692166135408724371948	AGUAVIDA PREMIUM WATER 747-444-9637 CA	450.47	
05-18	05-17	24793386137000939019220	FACEBK *2T643QRSQ2 650-5434800 CA	900.00	
05-19	05-19	2400077613910001361347 3	METRICS GROUP LLC FORM-METRICS. FL	300.00	
05-20	05-19	24231686139755928005214	SMARTANDFINAL 409 510-851-8548 CA	616.18	
05-21	05-20	74008476140000577157597	CHARTER UP, LLC 8559202287 GA	964.50	CR
05-21	05-20	24231686140757100011223	SMARTANDFINAL 409 510-851-8548 CA	469.54	

(New Activity continued on next page)

DAVID HUSSEY
Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Statement Date : 05-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-19	24431066140434347083331	ALASKA AIR 0272145442493 SEATTLE WA HAYASHIDA/RICHARD JR DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	34.60
05-21	05-19	24431066140434347083349	ALASKA AIR 0272145442464 SEATTLE WA PERRY/STEPHEN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083356	ALASKA AIR 0272145442465 SEATTLE WA BERO/STEFANIE DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083364	ALASKA AIR 0272145442466 SEATTLE WA VAZQUEZ/ORLANDO DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083372	ALASKA AIR 0272145442467 SEATTLE WA AGBAMOROH/DAVID DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083380	ALASKA AIR 0272145442468 SEATTLE WA APPLETON/KAIDEN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083398	ALASKA AIR 0272145442469 SEATTLE WA BERDON/RAUL DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083406	ALASKA AIR 0272145442470 SEATTLE WA DAGAN/BENJAMIN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083414	ALASKA AIR 0272145442471 SEATTLE WA ELBERT/HAYES DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083422	ALASKA AIR 0272145442472 SEATTLE WA FONVERGNE/TRISTEAN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083430	ALASKA AIR 0272145442473 SEATTLE WA GONZALEZ/GABRIEL DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083448	ALASKA AIR 0272145442474 SEATTLE WA HUGHES/KEIGH DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083455	ALASKA AIR 0272145442475 SEATTLE WA GALLEGOS/DOMINICK DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083463	ALASKA AIR 0272145442476 SEATTLE WA LAURITZEN/BRODY DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083471	ALASKA AIR 0272145442477 SEATTLE WA BEZANSON/BENJAMIN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083489	ALASKA AIR 0272145442478 SEATTLE WA ROSKOWICK/GRIFFIN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083497	ALASKA AIR 0272145442479 SEATTLE WA SABAG/JONATHAN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083505	ALASKA AIR 0272145442480 SEATTLE WA SARMIENTO/ETHAN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07

(New Activity continued on next page)

DAVID HUSSEY
Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Statement Date : 05-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-19	24431066140434347083513	ALASKA AIR 0272145442481 SEATTLE WA SARMIENTO/JAYDEN DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083521	ALASKA AIR 0272145442482 SEATTLE WA WASHINGTON/JACOB DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083539	ALASKA AIR 0272145442483 SEATTLE WA WILLIAMS/KYMANI DEPARTURE08-19-26 LAX AS N HNL AS S LIH AS N HNL AS N LAX	558.07
05-21	05-19	24431066140434347083547	ALASKA AIR 0272145442402 SEATTLE WA HAYASHIDA/MICHELLE DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083554	ALASKA AIR 0272145442403 SEATTLE WA CONTRERAS/JESUS DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083562	ALASKA AIR 0272145442404 SEATTLE WA GRECCO/SARA DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083570	ALASKA AIR 0272145442405 SEATTLE WA MILLER/CHRISTIAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083588	ALASKA AIR 0272145442406 SEATTLE WA FERRY/JAKE DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083596	ALASKA AIR 0272145442407 SEATTLE WA PAZ/LIAV DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083604	ALASKA AIR 0272145442408 SEATTLE WA RUSSELL/RICHARD DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083612	ALASKA AIR 0272145442409 SEATTLE WA HUSSEY/DAVID DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083620	ALASKA AIR 0272145442410 SEATTLE WA AJIATAZ AJIATAZ/DAVI DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083638	ALASKA AIR 0272145442411 SEATTLE WA ASTURIAS/ISAAC DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083646	ALASKA AIR 0272145442412 SEATTLE WA CARRILLO/DONOVAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083653	ALASKA AIR 0272145442413 SEATTLE WA SINGH DHALIWAL/KAWAL DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083661	ALASKA AIR 0272145442414 SEATTLE WA DIAZ/JASON DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083679	ALASKA AIR 0272145442415 SEATTLE WA DOREPALLY/PRATEEK DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083687	ALASKA AIR 0272145442416 SEATTLE WA ESTRADA GUEVARA/ARES DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50

(New Activity continued on next page)

DAVID HUSSEY
Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Statement Date : 05-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-19	24431066140434347083695	ALASKA AIR 0272145442417 SEATTLE WA FARKHONDEH/ARSHSA DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083703	ALASKA AIR 0272145442418 SEATTLE WA FILMUS/LIAM DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083711	ALASKA AIR 0272145442419 SEATTLE WA GARRIDO/DIEGO DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083729	ALASKA AIR 0272145442420 SEATTLE WA GORMAN/NATHAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083737	ALASKA AIR 0272145442421 SEATTLE WA GUTIERREZ/NATHAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083745	ALASKA AIR 0272145442422 SEATTLE WA HEFFERMAN/WILLIAM DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083752	ALASKA AIR 0272145442423 SEATTLE WA HERNANDEZ/BONIFACIO DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083760	ALASKA AIR 0272145442424 SEATTLE WA HERNANDEZ CRUZ/GEOVA DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083778	ALASKA AIR 0272145442425 SEATTLE WA HUYNH/PAXTON DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083786	ALASKA AIR 0272145442426 SEATTLE WA IRAHETA/NATHAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083794	ALASKA AIR 0272145442427 SEATTLE WA LEON/HAEVIN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083802	ALASKA AIR 0272145442428 SEATTLE WA NGUYEN/JORDAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083810	ALASKA AIR 0272145442429 SEATTLE WA NIKROO/ALI DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083828	ALASKA AIR 0272145442430 SEATTLE WA OCHOA/SAMUEL DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083836	ALASKA AIR 0272145442431 SEATTLE WA PALMA/JAYDEN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083844	ALASKA AIR 0272145442432 SEATTLE WA RAMIREZ CHAVEZ/KENNE DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083851	ALASKA AIR 0272145442433 SEATTLE WA RAMIREZ/NICHOLAS DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083869	ALASKA AIR 0272145442434 SEATTLE WA RICHARDSON/KARSON DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50

(New Activity continued on next page)

DAVID HUSSEY
Account Number : 4866 9110 0013 3507
Unique ID: XXXX XXXX XXXX 0532
Statement Date : 05-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-19	24431066140434347083877	ALASKA AIR 0272145442435 SEATTLE WA RODRIGUEZ/ROMAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083885	ALASKA AIR 0272145442436 SEATTLE WA ROGEL/ALEXANDER DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083893	ALASKA AIR 0272145442437 SEATTLE WA SHAER/NITAI DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083901	ALASKA AIR 0272145442438 SEATTLE WA SMITH/JAYLEN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083919	ALASKA AIR 0272145442439 SEATTLE WA SOBHI/BARSAM DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083927	ALASKA AIR 0272145442440 SEATTLE WA TABOLSKY/RYAN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083935	ALASKA AIR 0272145442441 SEATTLE WA TOLBERT/ELIJAH DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083943	ALASKA AIR 0272145442442 SEATTLE WA ULIBARRI/LUKE DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083950	ALASKA AIR 0272145442443 SEATTLE WA VARELA/MARCO DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083968	ALASKA AIR 0272145442444 SEATTLE WA VARGA/GABRIEL DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083976	ALASKA AIR 0272145442445 SEATTLE WA WASHINGTON MENDEZ/RA DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083984	ALASKA AIR 0272145442446 SEATTLE WA GONZALEZ/VALENTIN DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347083992	ALASKA AIR 0272145442447 SEATTLE WA DOUGLAS/JOSIAH DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347084008	ALASKA AIR 0272145442448 SEATTLE WA FERNANDEZ/NICHOLAS DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347084016	ALASKA AIR 0272145442449 SEATTLE WA HAYASHIDA/RICHARD SR DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	499.50
05-21	05-19	24431066140434347084024	ALASKA AIR 0272145443404 SEATTLE WA HAYASHIDA/EMIKO DEPARTURE08-19-26 LAX AS N LIH AS N HNL AS N LAX	34.60

Account Number : 4866 9100 7248 5613
Unique ID: XXXX XXXX XXXX 0112
FERNANDO DELGADO
Statement Date : 05-25-2026

Account Summary

Previous Balance	$0.00
Purchases and Other Charges	$21,978.39
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$0.00 CR
Payments	$0.00 PY
Total Activity	**$21,978.39**
Disputed Amount	$0.00

General Information

Total Activity $21,978.39

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE **1-800-344-5696**

Account Messages

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

New Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-30	24011346121100008412245	CANVA* I04867-46910995 CANVA.COM TX	296.34
05-01	04-30	24036296120716727823690	FIVERR * 954-368-2267 NY	109.00
05-01	05-01	24492166121100033325495	MOSYLE COR* MOSYLE_MAN MOSYLE.COM FL	8.25
05-04	05-02	24011346122100064866408	CLAUDE.AI SUBSCRIPTION ANTHROPIC.COM CA	198.31
05-04	05-01	24231686121734811006076	SMARTANDFINAL 409 510-851-8548 CA	49.95
05-04	05-01	74048596121163878242219	WL *ODOO RAMILLIES	115.95
05-05	05-04	24692166124409173840451	UPS*BILLING CENTER 800-811-1648 GA	173.15
05-06	05-05	24064666126100003486261	NYLAS NYLAS.COM CA	495.78
05-06	05-05	74987506125003992671067	RESOLUME B.V. DEN HAAG	473.63
			(FOREIGN CURRENCY)399.00 EUR 05/06 (RATE)0.8424	
05-07	05-06	24801976127741718392870	EDUCATIONAL THEATRE ASSO 513-977-5523 OH	145.00
05-08	05-07	24011346127100163881592	WWW.CASBO.ORG WWW.CASBO.ORG CA	4,375.00
05-08	05-07	24011346128100029447298	EVENT TICKET 15 JUN WWW.AERIES.CO CA	150.00

(New Activity continued on next page)

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

EL CAMINO REAL CHS

Account Number: 4866 9100 7248 5613
Unique ID: XXXX XXXX XXXX 0112
Amount Due: $0.00

****MEMO STATEMENT ONLY****
DO NOT REMIT PAYMENT

106481879800311 S

FERNANDO DELGADO
EL CAMINO REAL CHS
5440 VALLEY CIRCLE BLVD
WOODLAND HILLS CA 91367-5949

FERNANDO DELGADO
Account Number : 4866 9100 7248 5613
Unique ID: XXXX XXXX XXXX 0112
Statement Date : 05-25-2026

New Activity - Continued

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-08	05-07	24011346128100029692414	EVENT TICKET 18 MAY WWW.AERIES.CO CA	150.00
05-08	05-07	2469216612740161869 1158	WWW COSTCO COM 800-955-2292 WA	877.99
05-11	05-08	24231686128743028017639	SMARTANDFINAL 409 510-851-8548 CA	207.09
05-11	05-08	24692166128402972578022	IN *NATIONAL AWARDS RECOG 601-3660800 MS	417.80
05-11	05-07	24765186130017015550154	HONEYBAKED HAM #8939 NORTHRIDGE CA	2,110.77
05-13	05-12	24011346133100030017497	SP TROPHYDEPOT TROPHYDEPOT.C NC	248.72
05-13	05-12	24692166132406753881137	WWW COSTCO COM 800-955-2292 WA	411.38
05-18	05-15	24906416135257807439267	NASSP PRODUCT & SERVICE 703-8600200 VA	736.99
05-20	05-19	24000776139100039281768	STONEFIREGRILL ORDER.STONEFI CA	774.78
05-20	05-19	24011346140100008609904	WWW.ACADEMYMUSEUM.ORG ACADEMYMUSEUM CA	66.00
05-20	05-19	24036296139714116304280	FIVERR * 954-368-2267 NY	109.00
05-20	05-19	24036296139744116657395	FIVERR * 954-368-2267 NY	263.75
05-20	05-19	24492166140100009638019	SP THE HONOR CORD CO THEHONORCORDC ID	123.90
05-20	05-18	24750696139900192501411	MUSIC THEATRE INTL 212-5414684 NY	2,249.64
05-20	05-19	24793386139002600424216	NINTENDO CB1632304295 800-2553700 WA	19.99
05-21	05-20	24137466140100334256037	TST* NOTHING BUNDT CAKES 818-340-2253 CA	149.00
05-22	05-21	24793386141000034838064	NINTENDO CA1633176865 800-2553700 WA	29.99
05-22	05-21	24793386141000441533068	NINTENDO CA1633176510 800-2553700 WA	24.99
05-25	05-24	24204296144001499368218	GOOGLE PLAY BOOKS 650-2530000 CA	2.49
05-25	05-22	24231686142759496017333	SMARTANDFINAL 409 510-851-8548 CA	102.62
05-25	05-22	24231686142759496017366	SMARTANDFINAL 409 510-851-8548 CA	128.50
05-25	05-22	24431066143435920702996	WALTERS-WW33 CANOGA PARK CA	5,487.64
05-25	05-22	24492166143100016396160	HOME-CAMPUS.COM HOME-CAMPUS.C CA	695.00

Coversheet

Discuss and Vote to Recommend to the Full Board Approval on ECRCHS's 2026-2027 Fiscal Policies and Procedures Manual

Section: III. Finance
Item: D. Discuss and Vote to Recommend to the Full Board Approval on ECRCHS's 2026-2027 Fiscal Policies and Procedures Manual
Purpose: Vote
Submitted by:
Related Material: 2026-2027_Fiscal_Policy_REVIEWED_Draft .pdf

EL CAMINO REAL ALLIANCE

FISCAL POLICIES AND PROCEDURES HANDBOOK

DRAFT

Board Approved & Effective: June 25, 2026 Latest revisions are on page ~~4,5,19,22-23,29,33~~3, 4, 5, 8, 10, 15, 16, 22, 23, 29, 34, 36, 44

TABLE OF CONTENTS

Overview 4
Safeguarding of Financial Assets 5
Annual Financial Audit 5
Key Personnel Financial Responsibilities 6
Role of Key Financial Staff (Segregation of Duties) 6
Financial Instruments 8
Payment / Reimbursement Policies 10
Purchasing Flow Charts 11
Employee Receipts/Substantiation 13
Employee Lost Receipts 13
Gratuity 13
Employee Reimbursements and Expense Reports 13
Personal Use of School Items 16
Supplies 16
Meals 16
Mileage 16
Travel 17
Governing Board Expenses 20
Tuition Costs for Non-Teaching Staff 20
Classes/Conferences/Workshops/Seminars (“Course”) for All Staff 20
Tuition Costs for BTSA 21
Accounting 25
Key Accounting Thresholds 25
Purchasing in the Enterprise Resource Planning System (ERP) 25
Petty Cash 26
Contracts 29
Accounts Payable 33
Bank Check Authorization 33
Bank Checks 33
Bank Reconciliation 34
Accounts Receivable 36
Cash Receipts (Cash and Checks) 36
Returned Checks and Improper Checks 37
Payroll 38
Personnel Information 38
Stipend Volunteers 38
Electronic Timesheets 38
Overtime 39
Payroll Processing 39
Payroll Taxes and Filings 40
Record Keeping 40
Finance/Reserves /Insurance/Liabilities/Assets 41

TABLE OF CONTENTS

Financial Reporting 41
Financial Institutions 41
Loans 41
Retention of Records 41
Cash Balance Reserve 42-44
Insurance 42
Asset Inventory 42
Parking Lot Liability 43
Appendix I – Student ~~Gift~~Scholarship Payment Request~~Acknowledgment~~ 44
Appendix II – Credit Card Responsible Use Form 48-49
Appendix III – Expense ~~Request~~~~Reimbursement~~Request Form 50
Appendix IV – Purchase Request Form 51

Powered by BoardOnTrack

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

OVERVIEW

The Governing Board ("Board") of El Camino Real Alliance ("ECRA"), a California nonprofit public benefit corporation, has reviewed and adopted the following Fiscal Policies and Procedures ("FPP") to ensure the funds of ECRA are appropriately budgeted, accounted for, expended, and maintained.

1. The Board holds ultimate authority over all fiscal matters. The Executive Director and/or Chief Business Officer ("CBO") of El Camino Real Charter High School ("ECRCHS" or the "Charter School") shall report to the Board and, in particular, the Board Chair regarding all fiscal matters.

2. The Board oversees the administration of the fiscal policies and procedures and delegates administration of the policies and procedures to the CBO.

3. ECRA may commission a Back-office Services Provider (e.g., ~~ICON School Management~~Harness Potential Inc). If ECRA does so elect to utilize a Back-office Services Provider, the Back-office Services provider will report to both the administration and the Board. The financial compilations presented to the Board may be compiled by the Back-office Services Provider and may also include input from ECRA staff.

4. The CBO has responsibility for all business operations.

5. The Director-Human Resources ("DHR") will work with the Executive Director and the CBO and Business Office staff to enforce the FPP.

6. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.

7. All documentation related to financial matters must be completed by computer, word processor, typewriter, or ink.

8. The Board will commission an annual financial audit by an independent third-party auditor who will report directly to the Board. The Board will approve the final audit report, and a copy will be provided to the charter-authorizing entity. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the Board and be in compliance with GAAP and/or related laws and regulations.

9. The Board may appoint someone else to perform the CBO's responsibilities in the case of absence.

As used in the FPP, the term "Authorizing Personnel" includes: Executive Director, CBO, Assistant Principals, and Board Chair or Vice Chair.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Safeguarding of Financial Assets

ECRA is committed to safeguarding public funds. ECRA's financials are overseen by the following entities:

1. Charter School Authorizer (i.e. LAUSD's Charter Schools Division) reviews financials annually;
2. Independent Certified Public Accountant conducts annual financial audit;
3. Back-office Services Provider (e.g., ~~ICON Transforming Back Office~~ Harness Potential Inc), as applicable, ensures segregation of duties and fiscal compliance; and
4. Board of Directors.

In addition, ECRA/ECRCHS does the following:

1. Presents monthly financial updates at regular Board meetings;
2. Seeks Board approval of check registers and all major financial documents (e.g. interim financials, budget, Local Control and Accountability Plan ("LCAP"), etc.);
3. Provides financial information to the staff through presentations;
4. Posts major Board approved financial documents on ECRA's website, including Approved Budget, Interim Reports, Tax Returns and Annual Audit; and
5. Has written policies identifying its investment policies and strategies. The written policies, titled Investment Policy Statement ("IPS"), applies to both the retirement healthcare benefits trust and the general account, and are reviewed and adopted by the Board (including any revisions or amendments thereto). The IPS identifies that all investments with ECRA assets should be reasonably and prudently invested, and also notes the scope and types of permitted investments in which the School may engage as well as guidelines for the composition of the investment portfolio. The IPS for both the lifetime healthcare benefits trust and the School's general account shall be posted on the School's website.

Annual Financial Audit

1. ECRA will select an independent auditor to conduct an independent audit of ECRA's finances. The independent auditor will be selected by the Board on or before the March Board meeting in those years when a new auditor is to be selected. The Board will appoint an Audit Committee no later than the January board meeting for those years when an auditor is to be selected.
2. Audit Committee members, like all ECRA Directors, must be fiscally independent from ECRA.

3. The CBO and other necessary staff will assist Audit Committee members.

4. ECRA will select a new auditor at least every three (3) years; however, the same auditing firm may be retained as long as a different audit partner within that firm is retained every 5 years.

5. The audit shall include, but will not be limited to:
   a. An audit of the accuracy of the financial statements;
   b. An audit of the attendance accounting and revenue accuracy practices; and
   c. An audit of the internal control practices.

Key Personnel Financial Responsibilities

Approve Contracts
- Executive Director
- CBO
- Board

Approve Purchases for Payment – Including Purchase Orders and Reimbursement Requests
- Executive Director
- CBO
- Program Director
- Program Manager

Check Signers
- Executive Director
- CBO
- Two Designated Administrative Director

Record Transactions
- Accounting staff (non-senior)

Reconcile Transactions
- Back-office Services Provider
- Director of Finance & Accounting

Role of Key Financial Staff (Segregation of Duties)

- Executive Director - Authorizing
- CBO – Authorizing, Reporting and Analysis, Compliance
- Director-Human Resources (DHR)
- Back-office Services Provider - Recording, Reconciling and Reporting
- Administrative Director – Purchase Approver, Reviewing Budgets

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

- Director of Finance & Accounting - Authorizing and Reconciling (of cash receipts, bank accounts)
- Program Managers – Purchase Approver, Reviewing
- Accountants - Recording, Purchasing, and Custody

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Financial Instruments

Debit Cards

- Use is not permitted.

Credit and Charge Cards

- Only one general card account in the name of ECRA is authorized by the Board. There are two cards that are issued in the name of the CBO and the Executive Director. The cards are kept in the possession of the Executive Director and the CBO.
- Must have established Board-approved spending limits (currently, ~~$100,000~~$150,000 within a monthly statement period)
- "Platinum" or similar luxury status credit cards cannot be taken out under ECRA's account.
- Vendor-specific credit cards for teachers (limited to Home Depot and Smart and Final) have the following limits within a monthly statement period: ~~$2,000~~$10,000 ~~(change to~~ per month for Home Depot, and $2,000 per month for Smart and Final.
- Any additional, vendor-specific credit or charge cards must be approved by the ECRA Board with the same limits as above.

Bank Check Signing Authority

- Board-approved personnel, as noted above under Key Personnel Financial Responsibilities; specifically, the Executive Director, CBO, and two designated Administrative Directors.
- Checks may not be written to cash, bearer, or petty cash.
- Under no circumstance will any individual sign a blank check.
- Individual staff members who process vendor payments and/or payroll, write checks, or perform any other tasks associated with cash transactions cannot be a check signer.
- A formal list of those authorized as check signers should be prepared, and the Board will approve all check signers.
- The CBO or Director or Director of Accounting and Finance or designee will ensure that the Charter School's bank is notified whenever authorized signatories are changed.
- Approved check signors should never sign a check made out to themselves (e.g., check for reimbursement).

Check Stock

- Held in student store.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Prohibition on Purchase of Alcohol and Marijuana

- Use of Charter School, state, and federal funds for the purchase of alcohol, or any items related to the consumption of alcohol or purchase of marijuana, or marijuana-related products or paraphernalia is prohibited.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

PAYMENT / REIMBURSEMENT POLICIES

ECRA employees must receive pre-approval for all purchases for goods and/or services. Pre-approvals can be received through the Charter School's Approved Financial Accounting System (e.g. FAS) to which employees have access.

Any items purchased without pre-approval should be kept in new condition so that item(s) can be returned to the vendor in the event the approving administrator denies the purchase.

All staff members making financial choices on behalf of ECRA must factor in time and quantitative/qualitative factors before each purchase. Below are a few examples:

- Staff members should not spend significant time to save the Charter School a de minimis amount. For example, s/he should not incur reimbursable mileage expenses from driving around to different stores to save the Charter School a few dollars on school supplies.

- Staff should look beyond quantitative factors, such as cost, and evaluate the qualitative factors such as reliability, warranty, reputation, durability, environmental impact, maintenance costs, etc. For example, LED products may be more expensive initially, but they require less maintenance, use less energy and have a lower environmental impact. Also, technology equipment being considered for purchase should be vetted by the IT Department. Some devices or equipment considered may not fit the existing Charter School's platform of Technology.

- Staff should look at total services provided, not just the product price. For example, some vendors will also assist with design and planning. This can save the Charter School additional time and money spent doing such work itself, or from making costly mistakes.

- All purchases must have a legitimate business purpose and must be for the benefit of and use by the Charter School. Purchases for personal use are strictly prohibited.

- Staff must always avoid conflicts of interests. A conflict of interest arises when an employee, officer, agent, or any member of their immediate family, a partner, or an organization that employs or is about to employ any immediate family member, has a financial or other interest in, or would gain a tangible personal benefit from, a firm considered for a contract. Should a potential conflict of interest arise or exist, staff must disclose the conflict, in writing, to the Executive Director and the CBO.

Failure to comply with the policies and procedures as described herein, may result in a delay in reimbursement being paid to the employee or, in some instances, a denial of a reimbursement request in whole or in part.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Purchasing Flow Charts

Regular Purchases

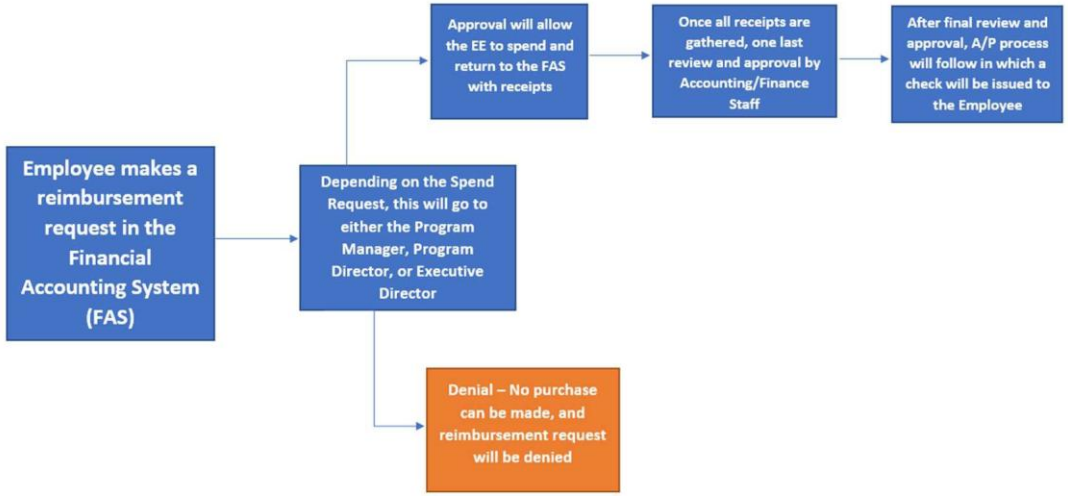
- Purchases done through the Financial Accounting System involve different approvers depending on the spend amount.
    - Under $1,000, these will go to a Program Manager (Dept. Chairs) for approval.
    - Spend requests between $1,000 and $10,000 will go to Program Directors (Administrators).
    - Anything over $10,000 will go directly to the ED for approval.
    - Requests (Unbudgeted) over $50,000 will be brought before the Board for approval.

Reimbursement Requests or Expense Requests are subject to approval. All Reimbursement requests must have pre-approval. The maximum for cumulative total reimbursements in a fiscal year is $5,000.00. Any personal amounts in excess of the stated annual limit require the pre-approval of the Executive Director

- These requests submitted in the Financial Accounting System involve different approvers depending on the spend amount requested.
    - Requests under $1,000 & $5,000 will go to Program Directors/Administrative Directors (“AD”).
    - Requests over $5,000 will go to the ED for final approval.
    - After approval, employee may make the purchase.

Powered by BoardOnTrack

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES



Purchases w/o Approved Purchase Orders, Reimbursement Requests or Travel Reimbursement Requests.

- Items are subject to review by an administrator. If purchase(s) are rejected, they are the responsibility of the employee.
- Only the Charter School address may be used on the sales order prior to processing payments.

Employee Receipts/Substantiation

1. All purchases made by an employee must be accompanied by an original, itemized receipt. The individual making the charge or requesting reimbursement shall be held responsible for the amount if a receipt is not provided within 30 days. Additionally, reimbursements to employees for items charged on personal cards should be supported by a copy of the Employee's Credit Card. A copy of the credit card must be kept on file by the Accounting Department (redacted copy showing name and last four digits of card number used).The only exceptions are for parking meters and gratuities given to taxi drivers (within the limit set herein).

2. When receipts are lost, employees must retrieve a copy of the receipt or provide a document with comparable detail. There are a few exceptions for which credit card receipts or cancelled checks may be considered sufficient. Below are a few examples:
   a. Taxi fares incurred while traveling for ECRCHS;
   b. Parking fees incurred the day employee attended workshops or other work events.

If a receipt is lost and an acceptable replacement is not provided, the employee has to complete a lost receipt affidavit and have their administrator sign off on the form. When receipts are lost and a lost receipt affidavit is not provided, ECRA will not reimburse employee costs and will require employee payment of credit card or vendor-specific card charges.

3. For all meals, detailed receipts are a requirement (see "Meals" on the following page for more details).

4. The Director of Finance & Accounting /CBO or designee shall be responsible for enforcing this policy.

Gratuity

Employees are allowed to tip up to 18% of the subtotal cost, rounded up to the nearest dollar, when gratuity is customary. Any incremental excess is the responsibility of the employee.

Employee Reimbursements and Expense Reports

This policy is to ensure that individuals who incur valid business expenses are reimbursed in a fair and equitable manner, that business expenses are properly recorded, reconciled, and reimbursed in a consistent manner, and that ECRA complies with all applicable federal, state and local rules and regulations.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Reimbursement expenses should be dedicated for those occasions when other procurement methods (e.g. Purchase Order, Purchase Request) are not a viable option.
Employees may be reimbursed for purchases made with personal funds for goods and/or services in special circumstances where items are needed immediately and/or with short notice and the purchase of such items by staff may be unavoidable.

Every effort should be made to purchase goods and/or services through established ECR purchasing vendors.

An individual employee can be reimbursed for expenses up to a maximum of $5,000 per school (fiscal) year. If an employee should need to exceed the $5,000 per school (fiscal) year maximum, prior approval from the Executive Director is required.

1. Employees will be reimbursed for expenditures within fifteen (15) days after the submission and approval of all required documentation.
    a. Whenever possible, original, itemized receipts must be provided. (See "Employee Receipts/Substantiation" above.)
    b. Electronic receipts are considered original, itemized receipts.
    c. In certain cases, supporting documentation such as email confirmations may be accepted as a receipt.
    d. To be reimbursable, Purchases of tangible products (as opposed to items such as subscriptions) should be delivered to the Charter School's address, not a personal address.

2. Employees shall submit, for each reimbursement request, a signed copy of an Expense Report substantiating:

    a. Who the expenditure was for;
    b. What the expenditure was for;
    c. Where the expenditure was made;
    d. Why the expenditure was made; and
    e. When the expenditure was made.

    A copy of the Expense Request Form is attached as Appendix III. A copy of the Purchase Request Form is attached as Appendix IV.

3. The employee must sign expense report to certify the expenditures.

4. Authorizing personnel must sign expense report for reimbursement.

5. The Business Office will email a copy of the Executive Director's expense report to the Board Chair when processed for payment. For expense reports greater than $300 in single month, the Board Chair and one other Board member, or Board Vice Chair and one other Board member, must approve.

Powered by BoardOnTrack

6. **Non-reimbursable Expenses**

Some expenses are not considered valid business expenses, yet may be incurred for the convenience of the traveling individual. Because these are not expenses for the Charter School, they are not reimbursable. Examples of non-reimbursable expenses include, but are not limited to, the following:

a. Alcohol
b. Tobacco and all nicotine-related products
c. Marijuana
d. Theft or loss of personal property
e. Parking or traffic tickets or car towing if illegally parked
f. Airline travel insurance
g. Airport lounge clubs
h. Dry cleaning
i. Movies or personal entertainment
j. Books, magazines or newspapers (unless specific to education or the employee's job)
k. Doctor bills, prescriptions, or other medical services
l. Health club membership, even if for one day or short-term use
m. Babysitter or pet care fees
n. Gift cards

Reimbursements – Digital Payments

The use of digital payments, such as PayPal, Apple Pay or Venmo (or similar) are not a preferred method of payment and should be used only when other forms of payment such as check, ACH transfer, or ECRCHS credit card are unavailable.

When an employee seeks reimbursement for an allowable reimbursement expense paid with their personal PayPal, 'Apple Pay' or Venmo (or similar), the requestor must include a copy of their bank/card statement showing the amount paid. The proof of payment must be attached to the reimbursement request.

Purchases made via digital payment are subject to the same criteria and requirements as all other purchases.

1. Employee shall submit, prior to the purchase being made, for each digital payment transaction, a signed copy of the appropriate purchasing form substantiating:

a. Who the expenditure is for;
b. What the expenditure is for;
c. Where the expenditure is made;
d. Why the expenditure is made; and
e. When the expenditure is made.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Personal Use of School Items

Personal use only applies to non-de minimis use consumption. For example, using an ECRA computer for personal use can be considered de minimis unless it creates noticeable wear and tear.

1. Employees will avoid the personal use of ECRA owned items without prior approval from a supervisor.

2. Employees will reimburse the Charter School for all ECRA-owned items that are consumed. For example, if the Charter School incurs additional expense as a result of personal telephone calls, employees must reimburse the Charter School for these calls.

Meals

1. School-related meals (ie. for Professional Development) occur on a regular basis. If the meal is not pre-approved, the employee runs the risk of bearing the full cost of the meal if it is ultimately denied. For meals to be charged to ECRA or reimbursable to an employee, the ECRA employee must provide the following information:
   a. Purpose of the meeting or agenda;
   b. Itemized and detailed receipt(s);
   c. Number of individuals in the party; and
   d. Names of all attendees or a sign-in sheet.
   e. Meal order 48 hours in advance for payment to be processed by ECRA directly to the vendor

2. On professional development~~, removenon-school~~days,~~ days,~~ ECRA may purchase meals for staff for meetings lasting three or more hours.

3. The Charter School may cater in food and snacks for ECRA Board meetings, community meetings, staff meetings, etc., but they require pre-approval by the Executive Director, CBO or Administrative Director through the Financial Accounting System.

Mileage

Employees will be reimbursed for mileage when the event is school-related and requires employees to travel outside of their normal commute. Mileage will be reimbursed at the IRS-approved rate for the distance traveled.

Reimbursable travel starting from or ending at a residence cannot include the normal commute miles to/from work. Below are some examples:

1. Home to/from school is not reimbursable.
2. Home to/from school event/meeting is partially reimbursable.

3. If the mileage to/from home to school-related event/meeting exceeds the regular commute to/from school, then employee can claim the incremental difference.
4. School to/from school event/meeting is 100% reimbursable.
5. Home to/from non-school event/meeting is not reimbursable. For example, driving around to purchase non-essential supplies, driving around to purchase essential supplies on a non-school day, or commuting to a non-school sponsored staff meeting.

Travel

The following travel policy is designed to provide guidelines and best practices when making travel arrangements, advances, and reimbursements.

1. Travel must receive the following approvals:

   a. Employees requesting in-state travel must receive approval from the designated authorizing personnel (**next level Administrator or Executive Director)** with a summary of the purpose of travel, educational or professional benefit, number of employees attending and estimated cost.

   b. Employees requesting out-of-state travel must also present the ECRA Board Travel Committee, which consists of three (3) ECRA Board members, with a summary of the purpose of travel, educational or professional benefit, number of employees attending, and estimated cost.

2. All expenses must be pre-approved prior to travel for an event or meeting through the Financial accounting system software system or an approved travel form. The approver cannot be the traveler. All supported documentation follows the specific rules in the Fiscal Policies and Procedures.

3. Unless charter school administrators consider something an emergency, it is encouraged that travel arrangements should be made at least 15 days in advance to obtain better pricing.

4. ECRA uses published GSA (General Services Administration rates as a guideline for per diem rates. Per diem rates do not apply to one day/same day conferences.

5. Chargeable and Reimbursable Expenditures:

   a. Only pre-approved coach class, economy, or promotional discounted airfare ticketing will be paid by ECRA for documented school-related travel. It is incumbent on all ECRA employees, when arranging school related air travel, to seek the most reasonable and logical airfare accommodation available at the time of booking, and to provide contemporaneous documentation to substantiate the same.

b. First class, business class, economy plus, and other similar fare classes will not be paid for or reimbursed by ECRA.

c. Upgrade or non-emergency changes in flights are the exclusive responsibility of the ECRA employee. For non-medical/emergency changes or cancellations of a flight, the out-of-pocket cost is the responsibility of the employee.

d. All employee-initiated changes to airfare ticketing that are made on an ECRA credit or charge card must be reimbursed by the employee within five (5) business days of the conclusion of travel. Personal charges are not permitted on ECRA credit or charge cards.

e. Air travel requiring special accommodations due to a personal medical issue will require a signed note from the employee's treating physician attesting to the medical necessity of an upgraded airfare accommodation, which must be submitted prior to travel. ECRA strongly respects the medical privacy of its employees. Therefore, the note from the treating physician does not need to disclose the specific medical ailment or injury of the employee. The medical note from the treating physician only needs to state the medical necessity for an accommodation and if the travel accommodation will need to be temporary or permanent.

f. ECRA's policy is a reflection of the FCMAT Best Practices Manual as it applies to ECRA.

g. The Board shall annually review this policy to ensure consistency with state and federal reimbursement standards.

h. Hotels/motels are allowable when the event is more than 50 miles from either the employee's residence or the school site and the requesting employee has received approval from ECRA administration prior to booking the hotel. Specific rules include:

i. Reservations will be made by ECRA business office staff, where the hotel room selected must be the least expensive available room offered within the hotel.

ii. Hotels should be chosen for the following reasons:

1) Total cost relative to the other nearby hotels near the venue. Total cost includes parking fees, wireless fees, free breakfast, and other relevant fees. These costs need to be considered because the total cost of a hotel stay with a less expensive room rate may end up being higher than the total cost of a hotel stay with a more expensive room rate.

2) Qualitative costs should be considered, as these may impact the total travel costs and employee wellbeing. For example, access to public transportation, safety, and walkability to event location. However, these considerations should be balanced with prudence and reason.

iii. Hotel rates exceeding an average of $250/night (when not ordered by the Business Office), not including taxes and fees, must be accompanied with an explanation as to why the specific hotel was chosen. If the reason is denied by the authorizing personnel, and the employee still chooses the room rate, then employee will be responsible for the incremental cost over $250/night plus applicable taxes and fees.

iv. Employees must provide an itemized receipt from the hotel that details all charges and dates, and clearly indicates for whom the lodging was provided.

v. The ECRA Board of Directors shall review this policy annually to ensure consistency.

vi. Meals are reimbursed up to the published GSA rate for the event location, based on the receipt documentation provided. Employees must seek the applicable GSA rate from the CBO or designee. The applicable GSArates for each meal type can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates.

i. Other customary and reasonable travel-related expenses, such as Internet, cab fares, rental car (with prior approval from Authorizing Personnel), and mileage for using an employee's own car, gasoline are reimbursable.

j. The Board shall review and update these rates annually in accordance with the IRS and GSA schedules for Los Angeles County.

6. Below are approved travel days:
   a. The day before the event if it starts before 11am.
   b. The day after the event if it ends after 12pm.
   c. An additional non-event travel day may be permitted due to flight scheduling.

7. After the trip, the employee must enter all of the appropriate information on an expense report and submit it to the Authorizing Personnel for approval.

8. Documents should include any itemized receipts for parking, tolls, car rentals, taxis, food and other expenditures related to the travel for which the employee obtained prior approval

9. Excessive and unreasonable costs, such as valet parking, in-room telephone, and food from the honor bar in hotel rooms, shall not be reimbursed. Payment for internet service will only be reimbursed if preapproved by an administrator, and then only if deemed necessary for work.

Governing Board Expenses

1. The individual incurring authorized expenses while carrying out the duties of the Charter School will complete and sign an expense report.

2. The completed expense report will be submitted to the Business Office for review and initial approval. Once approved by the Business Office, the completed expense report will follow the same workflow as other Purchase Orders. The approved expense report will then be submitted to the Business Office for payment.

Tuition Costs for Non-Teaching Staff

The tuition reimbursement program aims to encourage staff to gain new workplace skills.

1. Classes must be pre-approved.

2. Tuition will be subsidized for staff who do not receive additional compensation tied to units when s/he takes approved courses in education, business, or technology.
   a. $700/class all courses must be Pre-approved by the HR Department with a $1,400 cap for any one academic period and a $2,800 cap per calendar year. Employees must submit an expense report with supporting documentation (e.g. tuition bill).

3. All classes must be taken for a grade or pass/fail. A grade must be provided at the end of the course.
   a. A failing grade, or the failure to report a grade, will prevent the employee from taking another subsidized class for 12 months.

Classes/Conferences/Workshops/Seminars ("Course") for All Staff

All staff **are** encouraged to take advantage of opportunities to improve their craft. If the Charter School is subsidizing any of the cost, the employee cannot use the attained credit for salary advancement other than for a degree differential (e.g. master's degree).

1. Course must be pre-approved by an administrator.

2. Employee must complete an Expense Report and provide all receipts.

3. Employee will not be compensated for his/her time if employee made the request to attend the class/conference/workshop/seminar.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Tuition Costs for BTSA

ECRA provides Beginning Teacher Support and Assessment ("BTSA") through Ventura County Department of Education. For those employees who would like to complete their BTSA elsewhere, ECRA will reimburse up to $4,000. Employee will be required to do the following:

1. Employee must notify an administrator that Teacher Inductions courses are being completed elsewhere.

2. Upon completion of Teacher Induction coursework, employee must go through the reimbursement process (i.e. expense report).
    a. Substantiation must include the copy of tuition paid since ECRA will only reimburse up to $4,000/employee.

Professional Dues and Costs

ECRA encourages all employees to maintain membership in professional organizations. If the dues and costs are associated with the employee's job responsibilities, the employee may seek reimbursement from an administrator through the Expense Report process. **This reimbursement is limited to the membership or dues cost only.**

Student Awards

For ECRA school sponsored activities, the Charter School is authorized to spend up to $300/student/activity/year for individuals and teams that win city, state and/or national athletic or academic competition(s).

1. A school sponsored activity is any activity that a school employee receives compensation to oversee.
2. The recommendation process will be based on input from the relevant staff and Assistant Principal(s). The Executive Director will make the final decision.
3. For teams, the $300/student/activity/year limit can be used for (e.g. trophies, rings, etc.), ceremonies w/up to two guests per student, etc.
4. ECRA issues Scholarships for various types of academic achievement. Scholarship winners will complete a scholarship award form indicating which College/University the scholarship check gets issued and mailed to. See form in the appendix.

Policy for Use of Credit Cards

1. Credit cards are held by Board-approved personnel only. Only one general card account in the name of ECRA is authorized by the Board. There are two cards that are issued in the name of the CBO and the Executive Director. These credit cards will be kept in the custody of the CBO and Executive Director.

2. The Executive Director's and CBO's credit or card privileges may be revoked by the Board.

3. Purchases made using a credit card are subject to the same criteria and requirements as all other purchases.

4. Prior to issuance of a credit card to an employee, the employee shall review and sign the "Credit Card Responsible Use Form." (Appendix II.)

5. All cardholders should report the loss or theft of the school credit card immediately to the credit card company and the CBO, even if the loss or theft occurs on a weekend or holiday. If a credit card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes.

6. The credit card and vendor-specific charge cards must be board approved before being issued to an employee. Below is a list of outstanding credit and store charge cards, by departments, as of **November 7, 2022**:

a. Home Depot for Woodshop and Building and Grounds
b. Smart and Final for Culinary Arts
c. **CalCard (VISA)**

7. The Board shall review a list of all credit card Charter School-authorized users and associated expenditures monthly.

8. Cardholders should be made personally liable for all inappropriate charges and personally responsible for settling any dispute over any purchase from a vendor.

9. Any charter school credit card holder may have their card revoked for violation of the preapproval process if it is determined there was enough time to request and receive approval for a purchase order using normal purchasing procedures.

10. Board-approved spending limits are currently $250,000, within a monthly statement period, ~~1,000for~~$10,000 for Home Depot, and $2,000 for Smart and Final). The Charter School-authorized user shall be responsible for verifying that limits are not exceeded.

11. ECRA uses CalCARD VISA as its credit card vendor. Credit card charges in excess of $50,000 require approval of the expense by two Board members. Such approval is required as part of the supporting documentation prior to payment processing.

12. The types of transactions to be charged on the credit card include: advance purchase or arrangement of approved employee travel and accommodations, school supplies, instructional materials, pupil transportation, technology, assistive technology, furniture, athletic equipment, school food, dues, subscriptions, and other items related to Charter School operations. Authorized expenses that do not fall under this Credit Card Use Policy shall be submitted and paid through the check disbursement process.

13. Credit card points accrued by ECRA employees using ECRA's credit cards are the property of ECRA. **Cash Rewards program paid Quarterly**

a. Credit card points can be converted only and exclusively for the benefit of the Charter School and with the permission of the Executive Director and Board of Directors.

b. Prior to the conversion of any specific school-related use of accrued points, ECRCHS shall provide a memorandum to the ECRA Board of Directors for approval.

c. Records of how the converted credit card points were used must be maintained.

14. Personal use of the school's credit card is prohibited. Credit cards shall not be used for personal expenses, gift cards, equipment, communication devices, institutional memberships, or computer software or hardware. Cardholders shall not make personal use of a credit or debit card, assign to someone else the use of a credit or debit card, or pay for another employee's or person's expenses with the credit card.

State laws prevent the unauthorized loaning and/or misappropriation of public funds. Accidental personal use of ECRA's credit card must be brought to the immediate attention of the employee's direct administrative supervisor and will be dealt with on a case-by-case basis. In all cases, reimbursement for accidental charges shall be paid in full within 30 days of the purchase. Reimbursement of the personal expense in this manner is required, but shall not prevent ECRA from taking further action against the employee. Interest charges will accrue at the then-applicable IRS-established rate when reimbursement is not made in 30 days from the personal charge.

15. Employee is responsible for maintaining all receipts. If a receipt is missing, then the employee must request copies of the receipt from the credit card company at his/her expense. See "Employee Receipts/Substantiation" for exceptions to the receipts requirement.

16. If the Business Office identifies any inadvertent personal charges or unauthorized uses of the card, the card statement and all backup documentation will be forwarded to the Executive Director, CBO, and/or DHR for review. The Executive Director, CBO, and/or DHR will discuss with the cardholder any charges of concern, and the cardholder will be required to reimburse the school immediately for any inadvertent personal charges or unauthorized charges. The Executive Director, CBO, and/or DHR will determine whether to revoke the cardholder's credit privileges and whether any disciplinary actions will be taken.

17. Employee shall submit, prior to the purchase being charged on the credit card, for each credit card transaction, a signed copy of the "Credit Card Expenditure Form" substantiating:

a. Who the expenditure was for;
b. What the expenditure was for;
c. Where the expenditure was made;

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

d. Why the expenditure was made; and
e. When the expenditure was made.

Powered by BoardOnTrack

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

ACCOUNTING

Key Accounting Thresholds

1. Checks over $10,000 require two approvers/signatures.
   a. Note, credit card transactions over $10,000 do not require two signers since paying the monthly statement will require two check approvers/signatures.

2. Non-budgeted contracts that exceed (or are likely to exceed) $50,000 during a calendar year or which last beyond an academic year require Board approval.

Purchasing in the Financial Accounting System (FAS)

1. School will use an FAS system to store all financial transactional data.

2. Employees will make purchase requisitions in the FAS. Purchase Requisitions can be created using the following information provided by the vendor:
   - An invoice or estimate prepared by the vendor, but which has not yet been processed for sale by the vendor.
   - Sales quotation provided by the vendor for use by the employee to assist in decision making and subsequent creation of a purchase requisition in the FAS system.

3. The Business Office will review the purchase requisition to determine whether the Charter School has adequate resources (i.e. cash) and is within budget.

4. If the expenditure is in the approved budget, or the Charter School has adequate resources to make the purchase, the Business Office will forward the purchase requisition to the authorized supervisors (e.g. department head and authorizing administrator). The authorized supervisors must:
   - Determine if the expenditure is allowable under the appropriate revenue source.
   - Determine if the expenditure is appropriate and consistent with the Charter School's mission, approved charter petition, school policies and procedures, and any related laws or applicable regulations.
   - Determine if the price is competitive and prudent. All unbudgeted purchases over $100,000 must be Board approved and must include documentation of a good faith effort to secure the lowest possible expected cost[1] for comparable

[1] Expected cost considers the product's price, quality, life, future maintenance costs, salvage value, environmental impact, school's mission, source and materials.

Powered by BoardOnTrack

goods or services. If the purchase does not represent the lowest cost option, a business purpose must be provided.

5. When the supplier/vendor submits the final invoice to the ECRA Business Office, or when an employee submits an expense report, the Charter School will make the payment by requesting a check or credit card.

6. Since goods and services are sometimes received after payment, the employee making the purchase or shipping and receiving staff must certify that the product has been received, or that service has been provided, before closing the purchase in the Approved FAS software.

If a vendor is a sole proprietor or a partnership, a valid W-9 form (or foreign equivalent) must be submitted prior to payment. Employee requesting a vendor or vendors, must submit a vendor information form.

7. The name of the vendor/business must reflect the same name and address as will appear on invoices submitted. Please include DBA ('doing business as'), if applicable.

All vendors must submit their Taxpayer Identification Number (TIN), commonly known as Employer Identification Number (EIN) / Federal Tax ID, Social Security Number (SSN), or foreign equivalent for those vendors who are conducting business as individuals.

8. The Board approved credit card holders may authorize an individual to use the school credit card to make an authorized purchase on behalf of the Charter School, consistent with guidance provided by the FPP.

a. The Charter School Credit Cards are in the custody of the CBO and Executive Director. Any authorized person who uses this card must return it within three (3) hours of use, unless authorized otherwise by the card holder.
b. The other school vendor-specific charge cards will be kept under supervision of the board approved card holders
c. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.
d. Credit and vendor-specific charge cards will bear the names of both El Camino Real Alliance and the board approved card holder(s).

Petty Cash

ECRCHS will maintain a petty cash account for small and emergency purchases, generally costing $100 or less. When presented with a request for petty cash, the petty cash custodian should verify whether the item to be purchased is available in the organization's stock of supplies. If it is, the petty cash reimbursement is unnecessary; if it is not, the custodian can initiate a petty cash disbursement by doing the following:

1. The Business Office will manage the petty cash fund from the student store.

2. The petty cash fund will be capped at $1,000 at the school site, but it will typically hold $500. This does not include cash held for school events.

3. All petty cash will be kept in the Charter School's safe. Only select Business Office personnel will have access to the petty cash box.

4. All disbursements will require a completed and signed petty cash request form, as well as a register receipt for all purchases.

5. The Business Office will ensure that the petty cash slip is properly completed and that a proper receipt is attached.

6. At all times the petty cash box will contain receipts and cash totaling $500. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Business Office within 48 hours of withdrawing the petty cash.

7. When expenditures total $300 (when cash balance is reduced to $200), the Business Office will total the disbursements, complete a petty cash reimbursement form, and obtain the approval of the Assistant Principal. This should be done on at least a quarterly basis. The petty cash slips and supporting receipts will be attached to the reimbursement request form and forwarded to the Business Office.

8. Petty cash fund reimbursement checks will be made payable to ECRA.

9. Any irregularities in the petty cash fund will be immediately reported in writing to the CBO.

10. Loans will not be made from the petty cash fund.

11. The CBO or designee may conduct surprise counts of the petty cash fund.

Cash Boxes

Currently the school has five (5) portable cash boxes which are controlled by the Business Office and used to collect money at fundraising activities, ticket sales and other events or activities.

Individuals who collect cash for fundraisers and activities for which a cash box is issued collect the cash and recorded the total on a cash count form. Two individuals will count the cash together, and both will sign and date the cash count form and remit the funds to the Business Office.

Every effort is made to turn in the cash the same day as fundraiser or activity. Any funds collected but not turned in to the Business Office for the final counting and deposit to the bank should never be taken home or left in any unprotected environment. When the principal or the Business Office receives the cash box funds, the funds will be counted again by a Business Office staff member and another witness. Each will sign the cash count form as verification of their confirmation. The cash and the verified cash count form will be placed in and secured in a locked, fireproof safe until the cash is deposited.

No funds will be left in the cash box.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Alternative Payment Methods – Third-Party Processors

Third-Party Processor – A third-party processor is a company that can accept payments over the internet on behalf of an individual or another merchant (i.e., PayPal).

The use of third-party processors such as PayPal (or similar) is not a preferred method of payment and should be used only when a merchant will not accept a check, ACH transfer, or ECRA credit card. Purchases made via a third-party processor are subject to the same criteria and requirements as all other purchases. Employee shall submit, prior to the purchase being made, for each third-party purchase made, a signed copy of the appropriate purchasing form substantiating:

a. Who the expenditure is for;
b. What the expenditure is for;
c. Where the expenditure is made;
d. Why the expenditure is made; and
e. When the expenditure is made.

The use of third-party processors is not intended to avoid or bypass appropriate purchasing or payment procedures.

Payments made to service providers via a third-party processor are subject to the same criteria and requirements as all other contracts. A third-party processor may not be used for payments to an individual for services.

Personal third-party processor accounts should not be used to transact ECRA business.

When using a third-party processor, employees will make purchase requisitions in the FAS. Purchase Requisitions can be created using the following information provided by the vendor:

a. An invoice or estimate prepared by the vendor, but which has not yet been processed for sale by the vendor.
b. Sales quotation provided by the vendor for use by the employee to assist in decision making and subsequent creation of a purchase requisition in the FAS system.

Third-party processors often do not include detailed information about the item(s) purchased. In the event this occurs, a copy of the web page that identifies the item(s) purchased and the web receipt from the third-party processor must be included in the FAS record.

Third-party processor payments will be made by the Business Office after all required documents are submitted and approvals obtained. The Business Office will use a dedicated ECRA account, such as PayPal, to make purchases.

Any email address linked to a third-party processing account must be a valid ECRA email address.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Contracts

1. The following may sign school-related contracts within the approved budget:
   - Authorizing Personnel

   The Board must also approve the following contracts:
   - Non-Public Contracts - $50,000 or more for construction, equipment, materials, supplies, non-professional services and repairs.
   - Public Contracts (i.e. public bonds):
     - Must obtain at minimum 3 quotes/bids from vendors
     - Annual Bid limit under Public Contract Code § 20111(a) for ~~2024~~2026 is ~~**$114,500**~~**$119,100** or more for equipment, materials, supplies, services and repairs.
     - Bid limit under Public Contract Code § 20111b) of $15,000 or more for construction contracts.

2. Consideration will be made of in-house capabilities before contracting for outside services. Below are considerations:
   a. Whether the services needed is for a limited time period.
   b. Whether the contract service provider has expertise not otherwise available to the Charter School.
   c. Whether the current staff has capacity to do the work.
   d. Whether the contract service provider's core competency would lead to long-term savings.
   e. Whether the utilization of the contract service provider would cost less than a comparable employee with benefits.

3. The Business Office will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over $100,000.

ECR will maintain a copy of all signed contracts, regardless of the amount or duration.

Written contracts clearly defining the 'Scope of Work' (SOW) to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors).

A SOW must be submitted by the consultant, independent contractor, or subcontractor and reviewed by the Executive Director, **DHR,** and the CBO prior to the commencement of services.

The elements of a SOW can vary with the objective, complexity, size, and nature of the work to be performed. A SOW should be drafted in clear, simple, and concise statements. There should never be a question as to what work is to be completed, or what the contractor is obligated to do.

Powered by BoardOnTrack

To the fullest extent possible, a SOW should include the following:

(a) A general statement of the scope or extent of the work to be performed.
(b) The period of performance of the work.
(c) The site location of the work to be performed.
(d) Reference documents, procedures, or specifications governing the work to be performed.
(e) The specific work requirements:
    (i) A detailed statement of the purpose, objective or goals to be undertaken by the vendor.
    (ii) The job classification or approximate skill level of the personnel to be made available by the vendor.
    (iii) An identification of all significant data deliverables and material to be developed by the vendor and delivered to the school.
    (iv) An identification of all significant data or materials to be delivered by the to the school to the contractor.
    (v) An estimated time schedule for the provisioning of these services by the vendor.
    (vi) Completion and Acceptance criteria for the work to be performed.
    (vii) Management or administrative requirements of the work.
    (viii) Compliance or Progress Reporting requirements.
    (ix) Completion or Close-out requirements.

Requirements should be clearly stated to easily determine compliance to the contract. All requirements should be described in sufficient detail to assure clarity.
Deliverables / Data / Proprietary Rights

It is important to include where applicable data or proprietary rights will be stored. For example: “Contractor in performance of its duties described within the scope of services agreed upon between the school or office and the contractor, acknowledges that the school holds all exclusive and proprietary rights to the deliverables produced under the referenced agreement (contract or purchase order). i.e., photographs taken as part of the scope of work; programs, software, lines of code written for a specific development project; intellectual properties developed as a part of a school paid/funded contract or project; documents written as a deliverable under an agreed upon project; etc.” “Contractor acknowledges that the school has exclusive and unlimited rights to such deliverables, which the contractor shall not have any rights to use, reuse, sell, resell, re-engineer, reverse engineer, provide to others, or maintains copies for work or archival purposes. Upon completion of the contract and within thirty (30) days from acceptance of final deliverables by the school, contractor shall provide written certification that it has purged and destroyed all copies of the deliverables (hard and electronic copies) from their possession, including subcontractors and those affiliated with the performance of duties under the agreement.”

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker’s compensation insurance currently

in effect. The CBO or designee may also require that contract service providers list ECRA as an additional insured.

4. If the contract service provider is a sole proprietor or a partnership (including limited partnerships or limited liability partnerships), the Business Office must obtain or receive a W-9 (or foreign equivalent) from the contract service provider prior to submitting any requests for payment.

5. The Executive Director or CBO will approve proposed contracts and modifications in writing.

6. Contract service providers will be paid in accordance with approved contracts as work is performed.

7. The CBO and Executive Director will be responsible for ensuring the terms of the contracts are fulfilled.

8. Potential conflicts of interest will be disclosed upfront, and the Executive Director, DHR , CBO, Assistant Principal(s) and/or Member(s) of the Board with the conflict will not participate in any manner in the preliminary discussions, negotiations, compromises, reasoning, planning and solicitation for applications for the contracts. If an ECRA Board member is financially interested in a contract, the entire Board is prohibited from voting on the contract. Financially interested employees shall disclose the conflict in writing and are prohibited from participating in, influencing, or attempting to influence the making of the contract.

9. ECRA may not recognize "After the Fact" contracts which occur when a contractor is authorized to commence services or ship products prior to a valid, fully executed contract or Purchase Order having been submitted and approved prior to commencement of the work or products being purchased.

10. Contractors who provide services or goods without a fully executed contract or Purchase Order may not be paid.

11. Splitting contracts to avoid a stated accounting threshold is strictly prohibited. According to the California Public Contract Code, "It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding."

12. An employee cannot issue multiple contract requests (or low-dollar Purchase Orders) for smaller sections of the total requirement to avoid going thru the competitive process, or to avoid obtaining the required approvals.

Donations and Fundraising

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

ECRCHS may receive donations of cash, supplies or equipment. Donations will be deposited in a separate Bank Account and amounts > $1,000 will be reported to the Board. Donations are for the exclusive use of the school, and may not be used to influence any person or decision made at the school.

A donor can choose to state a specific purpose for which the funds (or other) are being donated. If a donation is given for a specifically stated purpose, the donated funds may be used only for that purpose. When supplies or equipment are purchased using donated funds, the supplies or equipment become the property of the charter school. All equipment and supplies purchased by a donor for the school must be shipped to the charter school's address. The donor's address may not be used for purchases made for the charter school using donated funds.

Supplies

All supplies purchased by the school should be tracked sufficiently to help prevent theft, spoilage, over- or under-stocking, and obsolescence. For example, obsolescence can occur when an organization purchases toner cartridges but replaces the laser printers before the cartridges are used and cannot use the cartridges in the new laser printers.

Supplies include educational and office supplies and cleaning and maintenance supplies. Educational supplies may include textbooks and laptops checked out to students. Supplies should be safeguarded in a secure area and inventoried. The cost value of the supplies should be adjusted in the accounting records at the end of each fiscal year.

Professional Development

Professional development can improve employees' performance in their present positions and help them obtain skills, knowledge, and abilities that may improve their opportunities for advancement within the organization. Professional development should be preapproved by the administration and by the Executive Director and the Business Office to ensure adequate funding exists.

Professional development opportunities include seminars, educational courses and degree programs that will help an employee perform their essential job functions and increase the employee's contribution to the charter school. Other professional development expenses that can be reimbursed under this policy are membership fees to professional organizations; registration fees for meetings, conferences, workshops and seminars; and fees and subscriptions for scholarly journals, books, and computer-based resources.

Employees must submit documentation of the completion of any professional development within 10 days after receiving the documentation. Failure to do so may result in the employee being required to reimburse the school for the costs of the training or coursework.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

ACCOUNTS PAYABLE

Bank Check Authorization

1. All original, itemized invoices will immediately be forwarded to the Business Office for scanning and then sent to the Authorizing Personnel for approval.

2. The authorizing personnel will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not included in the shipment. The Business Office will adjust the invoice for any missing items noted on the packing list before processing for payment. In the case goods are received after payment, or documentation showing receipt is missing, the Business Office will verify with the employee that goods have been received.

3. Once approved by the Authorizing Personnel, the Business Office will trace by use of the FAS in most cases, all documentation from the invoice to either the original purchase requisition or budget item. Then s/he will prepare the Supplier Invoice for approval/validation by the Authorizing Personnel for payment.

4. Payment of all invoices should, whenever possible, be made in a timely manner to avoid the imposition of late fees or other penalties by the vendor.

Bank Checks

1. The Board will approve, in advance, the list of authorized signers on the Charter School's account. The Executive Director, and any other employee/board member authorized by the Board, may sign bank checks within established limitations.

2. The Board will be authorized to open and close bank accounts.

3. The student store personnel will be responsible for all blank checks and they will be kept them under lock and key.

4. When there is a need to generate a bank check, the Authorized Personnel will send appropriate approved documentation to the Business Office.

5. Once approved by the Authorizing Personnel, the Business Office processes the check for signatures.

   a. Two authorized check signers will co-sign checks in excess of $10,000 for ~~allitems.~~all items.
   b. All checks less than $10,000 require the signature of only one authorized check signer.

c. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.

6. The Business Office will record the check transaction(s) into the approved FAS ~~software () system.~~software system.

7. Business Office personnel will distribute the checks and vouchers as follows:
   a. Original – mailed or delivered to payee;
   b. Duplicate or voucher – attached to the invoice and filed by vendor name by the Business Office;
   c. Cancelled Checks – Report is submitted to the staff/back-office Services Provider performing the bank reconciliation
   d. Voided checks will have VOID Stamped on the Check.

Bank Reconciliation

1. Bank statements will be received directly or printed directly from online banking by the Business Office and ~~forwarded~~forwarded to the Personnel assigned (~~eitherthe~~either the Director of Finance/Accounting or Back-office Services Provider)

2. The Personnel Assigned will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.

3. The Personnel Assigned will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.

4. The Personnel Assigned will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the Financial Leader at Back-office Services Provider assigned to the Charter School and the CBO.

5. Completed Bank reconciliation will then be sent to CBO for approval and follow up, if needed.

Timely Payment of Credit and Store Charge Card Statements

1. Timely payment of statements is required in order to avoid the imposition of late fees or other penalties by the card issuer. The employee responsible for providing any necessary documentation for payment (receipts, etc.) is required to pay any applicable late fees and/or interest.

2. Accounting personnel will access the school's account on the card issuer's website and register for electronic statements using an ECRCHS email address coordinated in the Business Office. If only one email address may be the recipient of the monthly statement,

that employee will set up an email forwarding rule to automatically copy another key employee on the statement.

3. On the day the statement is received, the assigned employee will note the due date and begin matching available documentation for the included charges. All documentation will be generated from the ERP system and employee receipts.

4. Accounting personnel will work diligently to obtain all necessary documentation supporting charges prior to paying each statement by its due date.

5. If unsubstantiated charges remain on the statement when it is paid, accounting personnel will keep and maintain a log of these charges. The CBO and Executive Director will review the list and follow the procedure under "Employee Receipts/Substantiation."

Powered by BoardOnTrack

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

ACCOUNTS RECEIVABLE

Documentation will be maintained for accounts receivable and forwarded to the Personnel assigned (either the Director of Finance/Accounting or Back-office Services Provider, as applicable)

Accounts receivable will be recorded by the ~~the~~ Personnel assigned in the general ledger and collected on a timely basis.

Cash Receipts (Cash and Checks)

1. For each fundraising or other event in which cash or checks will be collected, a coordinator will be designated, who will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.

a. The coordinator will complete a cash deposit form to account for the amount of cash and checks turned into the business office and indicate what trust (if applicable) account to deposit the funds to.

b. The Business Office will record the transaction in the approved ~~FASsoftwareat~~FAS software at the time the transaction is made, with a copy of the receipt provided to the donor.

a. The cash, checks, receipt book, and deposit summary must be given to the ECRA Business Office, who will immediately put the funds in a secure, locked location.

b. The Business Office and either the Event Coordinator, volunteer, or Assistant Principal will count the deposit and verify the amount of the funds in writing.

2. Cash/checks dropped off at the Charter School office will be placed directly into the student store safe by the person dropping off the cash/checks.

a. All funds are deposited into the safe in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.

b. Verification of the cash/check amounts collected and held in the safe must always be done under dual custody, one of which will always be a member of the Business Office, and sign off on the amounts received.

c. The safe will be emptied at least two times per week when school is in session, corresponding to days when deposits are made. When school is not in session, the safe will be emptied within 48 hours when cash and checks exceed $5K.

3. Mail (including anything official such as governmental notices, invoices and checks) received at the Charter School must be opened and converted into an electronic document

a. For any cash or checks received in the mail, the funds will be deposited into the Student Store. The personnel there will follow the guidelines used for cash receipts.

4. All checks will be immediately endorsed with the Charter School deposit stamp, containing the following information: "For Deposit Only; El Camino Real Alliance; Bank Name; Bank Account Number."

5. A deposit slip will be completed by the Business Office for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.

6. The deposit receipt will be attached to the deposit documentation.

Returned Checks and Improper Checks

ECRCHS will notify its /assigned personnel so that the general ledger account to which it was applied adjusted.The school will not cash personal checks.

1. A returned-check processing fee will be charged for checks returned due to non-sufficient funds (NSF). Unless otherwise pre-approved by Authorizing Personnel, payment of the NSF check and processing fee must be made by money order or certified check.

2. In the event that a second NSF check is received by any individual, the Charter School will no longer accept checks from that individual. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

3. In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director and/or the Board.

4. If unsuccessful in collecting funds owed, the Charter School may initiate appropriate collection and/or legal action at the discretion of the Executive Director and/or Board.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

PAYROLL

Personnel Information

1. The Human Resources & Payroll Department personnel will maintain all employee information in ECRA's Payroll system (Paycom).

2. An employee's hiring is not effective until the candidate has:
   a. Completed the employment application
   b. Passed a TB Test
   c. Passed the LIVESCAN background check
   d. Submitted a form W-4
   e. Completed an I-9.

3. An employee's hiring date is the first day the employee works, not when s/he has been offered the position.

4. The Human Resource Staff will maintain a position control list and notify the Executive Director, CBO, and DHR of any variances to the position control throughout the year.

Stipends

1. These individuals are ECRA volunteers who earn a small stipend for assisting with school programs (e.g. Athletics).

2. These individuals receive stipends through the Charter School's payroll system. The stipends are either paid out in a lump sum or in even amounts by pay periods for the scheduled period of service.

Electronic Timesheets

1. All employees will be responsible for clocking in and out, including (as appropriate) clocking in and out for meal breaks, using the School-provided electronic timekeeping system. All employees will also complete all forms (such as the Absence Form) identifying all missed work periods, including for vacation or sick leave; such forms must be signed by the employee and the appropriate supervisor.

2. All forms will be submitted to the Payroll Staff by the payroll period deadline designated by the Back-office Services Provider.

3. Incomplete forms will be returned to the signatory supervisor and late forms may delay payroll into the next period. No employee will be paid until a correctly completed timesheet is submitted.

4. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in any absence forms (such as when an employee misses work due to illness), the employee is responsible for notifying the signatory supervisor or for making other arrangements for any forms to be submitted. However, the employee must still complete and submit all necessary forms upon return.

Overtime

1. All employees must seek pre-approval of unscheduled time (e.g., overtime) from their authorized supervisor in the Charter School's payroll system (i.e., Paycom).

2. Overtime only applies to non-exempt employees and is defined as hours worked in excess of eight hours a day and/or forty (40) hours within a five-day period of time. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Director or CBO for further guidance.

Payroll Processing

1. Hourly employees must electronically approve their time records to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. No overtime hours should be listed without proper authorization or explanations as to why they occurred. The signatory supervisor will submit a summary report of time and attendance records. The Business Office and Payroll Service provider will verify all records for accuracy.

2. Salaried employees must sign in and out using the time clock system to verify working days for accuracy. A person from the Business Office will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

3. The Business Office and Payroll Service provider will process all authorizations for approved stipends and the hourly or daily rate.

4. Business Office will prepare the payroll worksheet for review and approval by the CBO/ Director of Finance before final submission into the payroll system. These payroll hours are exported by designated payroll staff, in the form of a report out of the Payroll System used to track hours.

5. The payroll checks (if applicable) will be printed by the Charter School. The Business Office will document each printed check and review the payroll checks prior to distribution.

6. The Payroll Staff and the Business Office will ensure that payroll is made in a timely manner, in accordance with appropriate Labor Code provisions.

Payroll Taxes and Filings

1. The Payroll Department will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries.

2. Business Office will prepare the state and federal quarterly and annual payroll tax forms, review the forms with the CBO or Executive Director, and submit the forms to the respective agencies.

Record Keeping

Designated Payroll Staff will maintain records in the Time and Attendance Software of all employees' use of sick leave, vacation pay, and any other unpaid time and collect signed and approved paperwork for back-up documentation.

a. Payroll Staff will immediately notify the authorized supervisor if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.

b. Records will be reconciled when requested by the employee. Every employee must maintain personal contemporaneous records.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

FINANCE/RESERVES /INSURANCE/LIABILITIES/ASSETS

Financial Reporting

1. In consultation with the CBO and Finance Committee, Director of Finance & Accounting & Back office provider (as applicable) will prepare the annual financial budget for approval by the Board.

2. Director of Finance & Accounting & Back office provider (as applicable) will submit a monthly balance sheet and monthly revenue and expense summaries to the CBO, including a review of the discretionary accounts and any line items that are substantially over or under budget. The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

3. Director of Finance & Back office provider (as applicable) will provide the CBO and/or the Board with additional financial reports, as needed.

Financial Institutions

1. All funds will be maintained at high quality financial institution(s).

2. Physical evidence will be maintained on-site for all financial institution transactions.

Loans

1. Any and all loans from third parties must be approved by the Executive Director, CBO, and the Board prior to execution of any loan documents or any other documentation which bind or obligate ECRA. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

2. Once approved, a promissory note will be prepared and signed by the Executive Director before funds are borrowed.

3. Employee loans, including salary advances, are not allowed.

Retention of Records

1. Financial records will be maintained indefinitely in original or electronic format.

2. Financial records will be shredded once they are converted into electronic format.

3. Appropriate back-up copies of electronic and paper financial and attendance accounting data will be regularly prepared and stored in a secure on-site location.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

Cash Balance Reserve

1. The following minimum cash balance reserve must be maintained:
   a. Economic Uncertainties - At least 5% of the total unrestricted General Funds.
   b. LAUSD Insurance Deductible - $1,000,000.
   c. Retiree Benefits: ECRA is setting aside funds to meet its projected unfunded liability.

2. Director of Finance & Back office provider (as applicable) will provide the CBO with balance sheets on a monthly basis. It is the responsibility of the CBO and the Board to understand the Charter School's cash situation. It is the responsibility of the Authorizing Personnel to prioritize payments as needed. The CBO will have responsibility for all operations and activities related to financial management.

Insurance

1. The CBO and DHR to ensure that appropriate insurance is maintained at all times with high quality insurance providers.

2. The Business Staff and the DHR will maintain the files of insurance policies, certificates of insurance, insurance policies and procedures, and related claim forms.

3. The DHR and CBO will carefully review insurance policies on an annual basis, prior to renewal. A request for proposal must be done at least every five years.

4. Insurance will include general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage. Supplementary coverage will cover the after-hours and weekend activities. Coverage will be in line with the limits listed in the Charter School's approved charter petition.

Asset Inventory

1. An asset is defined as all items, purchased or donated, with a value of $5,000 or more and with a useful life of more than one year.

2. The Business Office will file all receipts for purchased asset.

3. Reconciling Personnel will maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets.

4. The Charter School will take a physical inventory of all District and ECRA assets, separately, within 90 days of the end of each fiscal year, indicating the condition and location of the asset.

5. The Administrative Directors(s) will immediately be notified of all cases of theft, loss, damage or destruction of assets.

6. The Administrative Directors will submit to Reconciling Personnel written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.

Parking Lot Liability

1. Parking lot related incidences are not covered under any insurance policy unless there is a witness. The Charter School assumes no liability for damage to cars:
   a. Parked in the parking lot during school hours;
   b. Parked in the parking lot before and after school hours.

2. Otherwise, liability is as follows:
   a. If a student willfully causes damage (i.e., not in an accidental manner), the student's parent or guardian is responsible.
   b. If a parent or other visitor causes damage, that individual is responsible for the damage.
   c. If an employee causes damage, the employee is responsible for the damage.
   d. If an unknown person causes damage and there is no witness, the affected individual would determine if they have applicable coverage through his/her individual insurance policies.

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

APPENDIX I – STUDENT SCHOLARSHIP PAYMENT REQUEST

Date: _____

SECTION 1 — STUDENT INFORMATION

Student Last Name	**Student First Name**
School Year	**Email Address**
Phone Number	

SECTION 2 — REMIT / PAYMENT ADDRESS

Make Check Payable To (School student attends)		**Student ID #**
Mailing Address (Street)		
City	**State**	**ZIP Code**

SECTION 3 — SCHOLARSHIP DETAILS

Scholarship Name	**Amount ($)**

SECTION 4 — TO BE COMPLETED BY ADMINISTRATOR

Approval Administrator Name	**Administrator Signature**	**Date**

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

APPENDIX II – CREDIT CARD RESPONSIBLE USE FORM
ECRA SCHOOL's CREDIT CARD RESPONSIBLE USE FORM

Usage Term _____(academic year)

For Credit Card _____(last four numbers only)

Employee Information: Name _____

Position _____

By signing below, you agree that you have read, reviewed and will abide by the terms of the Credit Card Responsibility Use Form. User agrees to the following:

- Employee must receive pre-approval before using the card for a specific purpose.
- Employee may not make any personal charges.
- Employee is responsible for maintaining all receipts. Along with the receipts, an appropriate description of each purchase must be provided.
- Employee is responsible for any late fees and/or interest the credit card company charges for failing to provide document within 10 days of the credit card statement's closing date.
- Employee must report any fraudulent, lost or stolen card immediately to the credit card company and ECRA

_____ _____

Employee Signature Employee Name

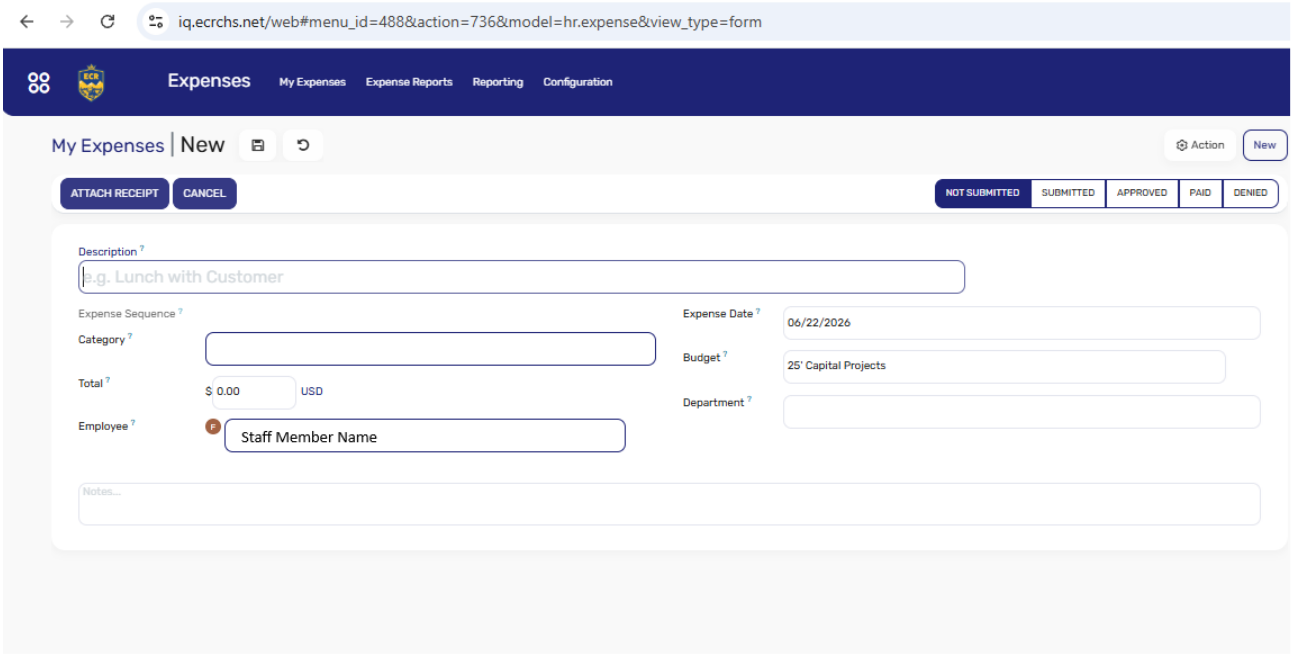
_____ _____

Executive Director's Signature Executive Director's Name

ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

APPENDIX III – EXPENSE ~~REIMBURSEMENT~~REQUEST FORM

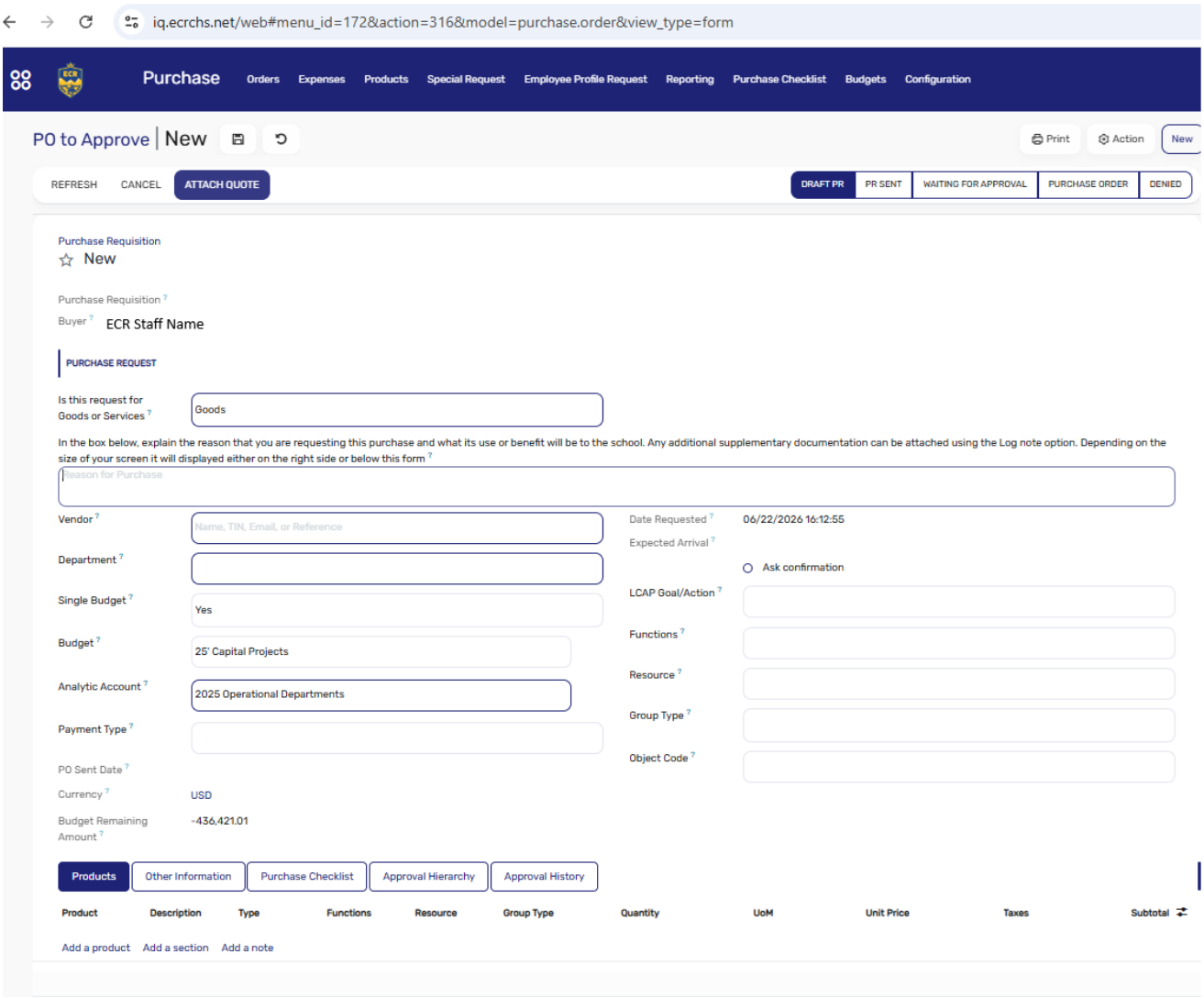
Purchase request forms will be completed \electronically on the school's ERP system e.g. IQ at www.iq.ecrchs.net



ECRA/ECRCHS
FISCAL POLICIES AND PROCEDURES

APPENDIX IV – PURCHASE REQUEST FORM

Purchase request forms will be completed electronically on the school's ERP system e.g. IQ at www.iq.ecrchs.net



Coversheet

Discuss and Vote to Recommend to the Full Board Approval of the renewal of ECRA Medical Insurance Policy Rates with Self-Insured Schools of California (SISC)

Section: IV. School Business
Item: A. Discuss and Vote to Recommend to the Full Board Approval of the renewal of ECRA Medical Insurance Policy Rates with Self-Insured Schools of California (SISC)
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV._A_1_-_SISC_Rates.pdf
Agenda_Item_IV._A_2_-_2026-27_SISC_Rate_Renewal.pdf

Self-Insured Schools of California

Rates At A Glance - As Of 10/1/2026

System Date 4/9/2026 7:59:43 AM

99118-El Camino Real Charter High School

	Single	2 Party	Family	Composite
ALL				
Anthem Blue Cross				
40941A Active (90-G $20; Rx 7-25)				$2414.00
40941B Active (80-G $20; Rx 200/10-35)				$2147.00
40941M Ret<65 (90-G $20; Rx 7-25)	$1703.00	$2400.00	$3051.00	
40941N Ret<65 (80-G $20; Rx 200/10-35)	$1519.00	$2135.00	$2714.00	
4R001A99118B Ret 65+ W/A&B (100-A $0; Rx 0-20 EGWP)	$716.00	$1432.00	$1869.00	
70941B Active (2-Tier HSA 5000; Rx 2-Tier HSA 5000)	$776.00	$1240.00	$1240.00	
Blue Shield 65 Plus				
521390M011000099118 Ret 65+ W/A&B (OV $20, RX 10/30/50)	$455.00			
CaliforniaCare				
57AREA Active (Premier 20 Select; Rx 7-25)				$2122.00
57AREB Ret<65 (Premier 20 Select; Rx 7-25)	$1489.00	$2108.00	$2679.00	
57AREC Active (Value 30 Select; Rx 200/10-35)				$1899.00
57ARED Ret<65 (Value 30 Select; Rx 200/10-35)	$1338.00	$1887.00	$2399.00	
CompanionCare				
40003A099118 Ret 65+ W/A&B (Medicare Supp; Rx 9-35 EGWP)	$510.00			
Kaiser Permanente				
234439-0002RBN_2WM Ret 65+ W/A&B (KPSA $10)	$243.00	$486.00	$916.00	
234480-0036ABN Active ($10 OV, $10 Rx)				$1685.00
234480-0036RBN Ret<65 ($10 OV, $10 Rx)	$1186.00	$1685.00	$2112.00	
234480-0036RBN_1WM Ret 65+ W/A&B ($10 OV, $10 Rx / KPSA $10)	$243.00	$1429.00	$1856.00	
234480-0040ABN Active ($20 OV, $10-30(30) Rx)				$1610.00
234480-0040RBN Ret<65 ($20 OV, $10-30(30) Rx)	$1134.00	$1610.00	$2019.00	
234480-0040RBN_1WM Ret 65+ W/A&B ($20 OV, $10-30(30) Rx / KPSA $10)	$243.00	$1377.00	$1786.00	
SISC Proactive Care Plan				
M684 Active (Platinum; Rx 9-35 PC)				$2181.00
Waiver Active Benefit Enrollment				
WABE99118B Active (WABE; 5K)	$776.00			
Delta Care/PMI				
71691 01001 Active (DHMO; CA12A)	$14.19	$27.05	$43.62	
71691 01002 Retiree (DHMO; CA12A)	$14.19	$27.05	$43.62	
Delta Dental				
7079 5004 Active (DD 2000; A 100/1000)				$111.20
7079 5005 Retiree (DD 2000; A 100/1000)	$64.80	$130.00	$177.60	

Self-Insured Schools of California

Rates At A Glance - As Of 10/1/2026

System Date 4/9/2026 7:59:43 AM

99118-El Camino Real Charter High School

	Single	2 Party	Family	Composite
ALL				
Delta Dental				
7079 5006 Active (DD 1000; A 100/1000)				$87.20
7079 5007 Retiree (DD 1000; A 100/1000)	$49.80	$100.00	$138.60	
Vision Service Plan				
251399118ABN Active (Signature B $10/$25)				$14.60
251399118RBN Retiree (Signature B $10/$25)	$8.20	$16.40	$24.60	
253399118RBR Retiree (Signature C $20) Direct Bill	$12.10	$24.20	$36.30	
XP Health Vision				
99118AABN Active (XP Vision $10)				$23.60
99118ARBN Retiree (XP Vision $10)	$10.60	$21.20	$31.80	
99118ARBR Retiree (XP Vision $10) Direct Bill	$10.60	$21.20	$31.80	
Basic Life Insurance				
BB-10264734-00000 Active (Basic $50,000)				$7.25

c: *Armando Cabrera -SISC Account Manager*
Chelsy Heckmann -SISC Tech III
Christina Lele'a -SISC Tech I
David Hussey -Superintendent
Fernando Delgado -Finance Contact
Marissa Dominguez -Human Resource
Rosie Castaneda -Human Resource
Vania Rodriguez -Human Resource
Yuriy Pechenyy -Finance Contact

District *El Camino Real Charter High School*
Address *5440 VALLEY CIRCLE BLVD*
wOODLAND hILLS,CA 91367
County *LOS ANGELES*
Phone *818-595-7500*
Foundation: *Blue Cross/Woodland Hills*

El Camino Real Charter High School

Self-Insured Schools of California (SISC) — Medical Insurance Renewal

Finance & Investment Committee Meeting | June 17, 2026 | Effective: October 1, 2026 – September 30, 2027

ACTION ITEM: Discuss and Vote to Recommend to the Full Board — Approval of ECRA Medical Insurance Policy Rate Renewal with SISC (FY 2026-27)

MEDICAL PLANS

Plan	Coverage Tier	2025-26 Monthly	2026-27 Monthly	2025-26 Annual	2026-27 Annual
CalCare Value HMO	Low — Composite	$1,736.00	9.4%	$20,832.00	$ 22,788.00
CalCare Premier HMO	High — Composite	$1,946.00	9.0%	$23,352.00	$ 25,464.00
Blue Cross 80-G PPO	Low — Composite	$1,965.00	9.3%	$23,580.00	EE pays $3,204/yr
Blue Cross 90-G PPO	High — Composite	$2,215.00	9.0%	$26,580.00	$ 28,968.00
Kaiser 20 HMO	Low — Composite	$1,489.00	8.1%	$17,868.00	$ 19,320.00
Kaiser 10 HMO	High — Composite	$1,558.00	8.2%	$18,696.00	$ 20,220.00
Waiver — Anchor Bronze	Composite	$709.00	9.4%	$8,508.00	$ 9,312.00

DENTAL PLANS

Plan	Coverage Tier	2025-26 Monthly	2026-27 Monthly	2025-26 Annual	2026-27 Annual
Delta Care DHMO	Employee Only	$14.19	0.0%	$170.28	$ 170.28
Delta Care DHMO	Employee + 1	$27.05	0.0%	$324.60	$ 324.60
Delta Care DHMO	Family	$43.62	0.0%	$523.44	$ 523.44
Delta Dental PPO 1000	Composite	$87.20	0.0%	$1,046.40	$ 1,046.40
Delta Dental PPO 2000	Composite	$111.20	0.0%	$1,334.40	*EE pays $288/yr*

VISION & LIFE INSURANCE

Plan	Coverage Tier	2025-26 Monthly	2026-27 Monthly	2025-26 Annual	2026-27 Annual
VSP Vision Plan	Composite	$14.60	0.0%	$175.20	$ 175.20
Basic Life — $50,000	Employee Only	$7.25	0.0%	$87.00	$ 87.00

KEY HIGHLIGHTS FOR BOARD CONSIDERATION

- Medical plan rates increase between 8.1% – 9.4% effective October 1, 2026.
- Dental, Vision, and Life Insurance rates remain unchanged from 2025-26.
- Kaiser HMO plans reflect the lowest rate increases (8.1% – 8.2%), offering cost-effective options.
- Blue Cross 90-G PPO (High) enrollees contribute an employee share of $3,204/year.
- Delta Dental PPO 2000 enrollees contribute an employee share of $288/year.
- All rates verified against SISC Rates At A Glance schedule (District #99118).

RECOMMENDED MOTION

Move to recommend to the Full Board approval of the renewal of ECRA Medical Insurance Policy Rates with Self-Insured Schools of California (SISC), effective October 1, 2026 through September 30, 2027, as presented.

Coversheet

Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 State SELPA-Approved Master Agreement for NPA/NPS for Special Education services for: Piece of Mind Care Services, EdLogical/Pointquest, Cross Country Education, and Inspire Communications.

Section: IV. School Business
Item: B. Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 State SELPA-Approved Master Agreement for NPA/NPS for Special Education services for: Piece of Mind Care Services, EdLogical/Pointquest, Cross Country Education, and Inspire Communications.
Purpose: Vote
Submitted by:
Related Material:
Agenda_Item_IV._B_1_-2026-2027_Special_Education_Related_Service_Quotes_6.26.pdf
Agenda_Item_IV._B_2_-2026-2027_State_SELPA_Master_Contract.pdf
Agenda_Item_IV._B_3_-_2026-2027_Rate_Sheets_for_Board_Contract_Approvals.pdf

2026-2027 Special Education Related Services Rates

Special Education Related Services (also called Designated Instructional Services or DIS) are supportive services that are required to assist a student with a disability to benefit from Special Education.

Non-Public Agency (NPA)	Behavior Intervention Developer (BID)	Behavioral Aide (BII)	Instructional Aide	Speech and Language Pathologist (SLP)	Speech and Language Pathology Asst. (SLPA)	Occupational Therapy (OT)	Physical Therapy (PT)	Counseling	ERICS (Educationally Related Intensive Counseling)	Deaf / Hard of Hearing (DHH)	Adapted PE (APE)	Special Education / Inclusion Teacher (SAI)
Cross Country (CCE)	*$119.48/hr*	*$41.75/hr*	*$35.50/hr*	*$130.81/hr*	*$83.95/hr*	*$122.06/hr*		*$91.67/hr*	*$116.39/hr - 123.60/hr*	*$129.78/hr*	*$109.97/hr*	*$104.03-119.48/hr*
Dynamic Education Services	$145/hr	$95/hr		$175/hr		$175/hr		$145/hr	$145/hr	$165/hr	$165/hr	$150/hr
EdLogical / Point Quest	$124/hr	$50/hr	$46/hr	$134/hr	$83/hr	$134/hr	$135/hr	$122/hr	$122/hr	$124/hr	$107/hr	$104/hr
Inspire Communications				$91.67/hr	$91.67/hr							
McRory Pediatrics	$125/hr	$75/hr		$165/hr		$165/hr	$170/hr	$120/hr				
Piece of Mind (POM)	$62/hr	$44/hr	$42/hr			$130/hr	$200/hr	$125/hr	$125/hr		$103/hr	$90/hr
Professional Tutors of America (PTA)	$146/hr	$146/hr		$146/hr		$146/hr		$146/hr	$146/hr			$100/hr
Total Educational Solutions (TES)	$98/hr	$62/hr	$62/hr	$144/hr	$110/hr	$136/hr	$154/hr	$118/hr	$146/hr		$140/hr	$130/hr
Verdugo Hills Autism Project (VHAP)*	*$88/hr*	*$65/hr*										
Working With Autism (WWA)	$82.42/hr	$63.78/hr										

6/10/2026

** These are the 2025-2026 rates as new rates for 2026-2027 are not yet available.*

Possible Related Services Include:

Adapted PE (APE)
Assistive Technology (AT)
Audiology
Behavior Intervention Development (BID)
Counseling and Guidance
Deaf / Hard of Hearing (DHH)
Health and Nursing
Inclusion for Moderate/Severe
Interpreting (such as ASL)
Language and Speech (LAS)
Occupational Therapy (OT)
Orientation and Mobility (OM)
Paraprofessional for Behavior, Safety, or Instructional Needs
Parent Counseling and Training (PCT)
Physical Therapy (PT)
Psychological Services (ERICS)
Recreation Therapy (RT)
Rehabilitation Counseling (Vocational)
Resource Specialist Program (RSP)
Specialized Academic Instruction (SAI)
Transportation
Vision - Blind / Partially Sighted (VI)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2026-2027

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 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.

Table of Contents

Contents

GENERAL PROVISIONS 1
1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 12
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 23
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT ("ISA") 3
7. DEFINITIONS 4
ADMINISTRATION OF CONTRACT 5
8. NOTICES 5
9. MAINTENANCE OF RECORDS 56
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 67
12. VENUE AND GOVERNING LAW 67
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION ..... **Error! Bookmark not defined.**7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11
EDUCATIONAL PROGRAM 11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 1112
23. INSTRUCTIONAL MINUTES 1213
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM ..... 21~~20~~
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 25~~24~~
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME ..... 26~~25~~
HEALTH AND SAFETY MANDATES 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES ..... 30~~29~~
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY ..... 31~~30~~
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2026-2027 RATES ..... 35~~34~~
EXHIBIT B: 2026-2027 ISA ..... 37~~36~~

2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(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).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

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

15. INSURANCE

Commented [BR1]: We recommend that you confirm that this section meets any requirements from your insurance carrier.

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for

payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.,* 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 state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance

with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of

documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement

is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

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

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

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

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

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

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code

section 56366.1(j) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct

contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's

(or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school

calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these

offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR 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)		
Other (900)		

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

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 minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

   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)							
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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

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.

-CONTRACTOR-	-LEA/SELPA-
_____ (Name of Nonpublic School/Agency)	_____ (Name of LEA/SELPA)
_____ (Signature) (Date)	_____ (Signature) (Date)
_____ (Name and Title)	_____ (Name of Superintendent or Authorized Designee)

4902-0919-9525, v. 1



Piece of Mind Care Services

6442 Platt Ave. #189 West Hills, Ca. 91307

Rate Sheet 2026-2027

Service	Rate
BII (Behavior Intervention Implementation)	44 hr.
Instructional Assistant (IA) Class only	42 hr.
BID (Behavior Intervention Development)	62 hr.
DHH (Deaf Hard Hearing) services	143.17 hr.
Inclusion Facilitator (IF)	90 hr.
ELL (English Language Learners)	90 hr.
OT (Occupational Therapy)	130 hr.
PT (Physical Therapy)	200 hr.
School Psychologist	125 hr.
APE (On site services)	103 hr.
APE (Remote- IEP prep, meetings, documentation, correspondence)	103 hr.
Substitute Teaching (Mild-Moderate, Moderate-Severe)	$350 per school day (8 Hour max)
Recruiter Fee ***	$3,000.00 for the first hire, $4,500.00 for the second hire, and $6,000.00 for each hire thereafter. Payment of this recruiter fee shall be made at the rate of $1,500.00 per month per hired employee, until the fee is paid in full. The School shall promptly notify Service Provider of any such hires.

The School recognizes that Service Provider recruits and trains its staff placed at the School, which is a significant expense to Service Provider. In the event that the School hires Service Provider's staff, then the School shall agree to pay Service Provider a recruiter fee

All services include background checks (per DOJ guidelines and requirements) and ongoing monitoring, Professional Liability Insurance, Workers Compensation Insurance, TB screening, Professional Development and all other required insurances outlined by CDE. Service provider is certified NPA (ID Code: 9903455) through California Department of Education and is qualified to provide services at school site listed above.

EDLOGICAL GROUP

A MEMBER OF POINT QUEST GROUP

Rate Sheet

Related services, student support, and health services

2026-2027 Academic Year

Provider	Mininum Hours	Hourly Rate
Adapted Physical Education Teacher (APE)	4	$107
American Sign Language Interpreter (ASL-T)	2	$150
Assistive Tehcnology Specialist (AT)	2	$150
Asssociate Marriage & Family Therapist (AMFT)	7	$82
Audiologist (AUD)	2	$168
Behavior Implementation Intervention (BII)	7	$50
Board Certified Behavior Analyst (BCBA)	3	$124
Certified Nurse Assistant (CNA)	7	$60
Certified Occupational Therapy Assistant (COTA)	4	$83
Credentialed School Nurse (CSN)	4	$114
Deaf and Hard of Hearing Teacher (DHH)	2	$124
Instructional Assistant (IA)	7	$46
Licensed Marriage & Family Therapist (LMFT)	7	$97
Licensed Vocational Nurse (LVN)	7	$78

Provider	Mininum Hours	Hourly Rate
Medical Assistant (MA)	7	$61
Occupational Therapist (OT)	3	$134
Office Assistant (OA)	7	$45
Orthopedic Impairment Specialist (OI)	2	$150
Physical Therapist Assistant (PTA)	4	$83
Physical Therapist (PT)	3	$135
Recreational Therapist (RT)	3	$134
Registered Nurse (RN)	7	$110
Resource Specialist Teacher (RST)	4	$104
School Psychologist (SP)	3	$122
Special Ed Coordinator (SEC)	4	$220
Speech and Language Therapy Assistant (SLPA)	4	$83
Speech and Language Pathologist (SLP)	3	$134
Translation Support Services (TSS)	2	$150
Vistually Impaired Specialist (VI)	4	$150

Minimum hours apply for on-site work
Virtual work is a one hour minimum

EdLogical Group

Point Quest Group

Additional Fees

Administrative Tasks	Administrative tasks related to assignments such as communications with school coordinators/staff and parents/guardians; Setting up and preparing for assessments and sessions; Caseload and set up and session preparation; Documentation into databases; SEIS/Welligent tasks; Research tasks; Running reports; Housekeeping tasks	1-30 minutes: at .50 minimum hourly rate 31-60 minutes: at 1-hour minimum hourly rate 61 minutes and above: hours worked at hourly rate
Breaks	CA mandated breaks will be billed to school site if provider is requested to work without break for more than 5 hours	Hourly rate
Consultation	Collaboration with school staff, parents/guardians and/or IEP team for consultation/conference meetings; Review of student records	1 hour minimum at hourly rate
Drive Time	If provider drives more than 30 miles one way	Hourly rate
IEP Development/Attendance	Assessment/services coordination; IEP review; Progress reports; Session notes; Attending IEP meetings; Database upload of IEP documents and completing information	1 hour minimum at hourly rate
Lesson/Session Planning	Lesson and session planning in preparationof service delivery, teaching, and caseload management	1 hour minimum at hourly rate
No Show/Cancelation/ Absence	Cancelation made without a 24-hour notice of scheduled service, assessment, or meeting	Hourly rate
Professional Development/Staff Trainings	In-person or virtual training: Coordination, prep and training time	Double hourly rate
Rush Assessment Requests	· Academics, APE, AT, Audiological, DHH, FBA, health, OI, OT, PT, and VI: requested less than 10 business days before due date · Psych and speech: requested less than 15 business days before due date	1 1/2 hourly rate
Schedule Changes	School provides 24-hour notice of any changes in the school or students' schedule that will impact the provider's scheduled visit.	Hourly rate
School Closure	Unforeseen power outage, natural disaster, school closures, etc. without 24-hour notice	Half of scheduled time
Special Assessment Tools	Special assessment tools that require provider to utilize to assess students	Hourly rate
Supervision	Supervision of interns or assistants	Hourly rate
Travel Time – Long Distance Over 60+ miles	If travel accommodations are required	$300/day per provider

EXHIBIT A: 2026-2027 RATES

EXHIBIT A
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION
RATES AND TERMS

A. PLACEMENT FEES

Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such employee's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

B. REPORTING PAY

For Special Education visits, a one-hour minimum visit will be assessed if we are not advised 24 hours in advance of a schedule change.

C. MINIMUM BILLING

All services have minimum billing requirements, which are listed in the rate tables below.

D. RATE CHANGES

The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

E. RATES

The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

EFFECTIVE DATE: 06/28/2026

FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS

Special Education Provider Rates (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
Academic Assessor	$116.39	1 hour for IEPs, virtual services, and consultation
Adapted Physical Education Teacher (APE)	$101.97	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Assistive Technology (AT)	$118.45	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Augmentative and Alternative Communication (AAC)	$130.81	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Behavior Intervention Development (BID)	$119.48	1 hour for IEPs, virtual services and consultation; 2 hours for direct services
Case Manager	$119.48	4 hours weekly
Certified Occupational Therapist Assistant (COTA) Supervisor provided by CCE and Client is not charged for supervision separately.	$83.95	1 hour for virtual services; 3 hours for direct services
CF	$97.85	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Credentialed School Nurse w/ Audiometrist Certificate (SN)	$123.60	1 hour per day
Deaf and Hard of Hearing (DHH)	$129.78	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
DIS Counselor	$91.67	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Education Specialist	$104.03	8 hours daily
Educational Audiologist	$175.10	1 hour for IEP’s and consultation
Educationally Related Intensive Counseling Services or Educationally Related Mental Health Services (ERICS or ERMHS)	$116.39	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Expert Consult	$195.70	2 hours per day
Expert Program Oversight	$174.00	1 hour per day
Occupational Therapist (OT)	$122.06	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Program Administrator	$162.74	4 hours weekly

School Psychologist	$123.60	1 hour for IEPs, virtual services, consultation and on-site services
Speech and Language Pathologist (SLP)	$130.81	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by CCE and Client is not charged for supervision separately.	$83.95	1 hour for virtual services; 3 hours for direct services
Translation	$100.00	1 hour per request
Other Providers not listed in the agreement	Contact for quote	
Permanent Placement Fees for Special Education Providers and Assessors		
All modalities	$35,000 flat fee	

TRAINING FEES

Description of Fees	Fee
Training Services CCE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

EXHIBIT A – SUBSTITUTE SERVICES
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION
RATES AND TERMS

A. PLACEMENT FEES

Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each individual, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such individual's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

B. SUBSTITUTE TEACHER DAILY CALCULATIONS

The hours billed are inclusive of an additional 15 minutes at the start and 15 minutes at the end time of the Client's bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the Client's bell schedule. As lunch is unpaid, the duration of the lunch shall be deducted from the above calculation.

C. LESSON PLANNING AND GRADING CALCULATIONS

Lesson planning rates shall be included for any and all assignments requiring lesson planning or grading. Client will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if Personnel is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning. If a lesson planning substitute teacher is absent, the Client will be charged the lesson planning rate of that teacher when Personnel cover the assignment. When Personnel have a credential/certificate, the higher lesson planning rate applies when the class covered is that of the Personnel's certificate/credential. A Client administrator or administrative designee must approve all additional duties on the Personnel's timecard. Daily rate encompasses 8 hours a day. All additional time past the 8th hour is considered overtime and the overtime rate will apply. CCE Personnel are entitled to one prep period per lesson planning assignment. Should a prep period not be available to the Personnel during the 8-hour day, a surcharge of one hour will be assessed. If the full day plus the prep period adjustment exceeds 8 hours in a day or 40 hours in the week, the overtime rate will apply. Personnel must also be provided with legally required breaks and a duty-free 30-minute lunch. If neither of these are provided, additional fees will apply.

D. Overtime Rate Application: For long-term assignments, if the scheduled start time is 2:00 PM or later on three (3) or more days within a given workweek, the overtime rate will apply to all days in that week. This includes any day that begins prior to 2:00 PM. If coverage on any day is fulfilled by a different individual due to absence, the same overtime rate will apply to that day.

E. BREAKS AND REST PERIODS

Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.

F. CONFIRMED ASSIGNMENT CHANGES.

Once an Personnel is in route to the confirmed assignment, Client may not reduce the confirmed hours or materially change the type or location of the assignment confirmed. If the Client extends the assignment end time, the rate will change accordingly. If the assignment hours are shortened, the full rate of the confirmed assignment will be charged. Client shall immediately notify Agency within 1 business day if Personnel does not show up for a confirmed assignment. Client will be charged all confirmed amounts unless Agency is notified of the Personnel "No Show".

G. REPORTING PAY/BILL FOR ASSIGNMENT CANCELLATION.

For Substitute Services, reporting pay may be billed at the regular bill rate in accordance with current state and federal laws. Client may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment. For bus rider assignments, the assignment begins at the student's residence.

H. TIME AND ATTENDANCE

A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by responding weekly to an email provided by Agency to Client with hours worked at their school site, indicating exact time in and time out, including records of all breaks and meal periods. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's approval shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereof.

I. RATE CHANGES

The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

J. MINIMUM BILLING

Some services have minimum billing requirements, which are listed in the rate tables.

K. RATES

The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

EFFECTIVE DATE: 6/28/2026
FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF

Rates and Fees for Substitute Teacher Assignments	Rates
Per Diem – no lesson planning or grading - Full Day – 0.00 – 8.00 hours	$405.00 per day
Long-Term – Lesson Planning and Grading - Teacher with a 30-day Substitute Permit - Full Day – 0.00 – 8.00 hours	$440.00 per day
Long-Term - Lesson Planning and Grading - Credentialed Teacher (not including Special Education Credential) - Full Day – 0.00 – 8.00 hours	$480.00 per day
Long-Term - Lesson Planning and Grading - Special Education Credentialed Teacher - Full Day – 0.00 – 8.00 hours	$600.00 per day
Overtime, Failure to Provide Lunch Break or Failure to provide Rest Break	1.5x the hourly rate for the affected assignment
Missed Prep Fee for lesson planning or grading assignments	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	4 hours at the hourly rate for the affected assignment

Rates and Fees for School Support Staff	Hourly Rate
Campus Aide – no classroom support – high school diploma	$31.00 per hour
Paraprofessional – classroom support – high school diploma + Parapro certification	$35.50 per hour
Office Assistant – no classroom support – high school diploma	$35.50 per hour
Special Education Aide or Teacher Assistant – classroom support – 48 units	$35.50 per hour
Certified Nursing Assistant (CNA) – licensed	$41.75 per hour
Licensed Vocational Nurse (LVN) – licensed	$59.25 per hour
Behavior Intervention Aide (BII)	$41.75 per hour
Behavior Intervention - NCI Certified or QBS Trained – classroom support - licensed	$41.75 per hour
Overtime, Failure to Provide Lunch Break, Failure to provide Rest Break and After-School Assignment (2pm or later) Hourly rate	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	½ scheduled shift but no less than 2 hours
Placement Fees for Teachers and School Support Staff	
Credentialed Teachers	$10,000 flat rate fee
1-90 assigned days at client site	$5,000 flat rate fee
>90 assigned days at client site	$3,500 flat rate fee

EXHIBIT B: ISA

INDIVIDUAL SERVICE AGREEMENT FOR RELATED SERVICES
NONPUBLIC, NONSECTARIANSCHOOL/AGENCY SERVICES
(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: _____
NAME OF NONPUBLIC SCHOOL/AGENCY: _____
PUPIL NAME: _____ SEX: ☐ M ☐ F
(Last) (First) (Middle)
PUPIL I.D./S.S. #: _____ BIRTHDATE: _____ GRADE: _____
RESIDENTIAL SETTING: ☐ HOME ☐ FOSTER ☐ LCI LCI PHONE # _____
PARENT/GUARDIAN: _____ PHONE: _____ _____
(Residence) (Business)
PUPIL'S ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____
NON-EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS

1. The pupil's teacher/service provider will hold the following credential/license: _____ (Generic description, i.e., LH Credential).
2. The class size for the pupil will not exceed _____ and/or the therapist/pupil ratio will not exceed 1:1/group .
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: _____
6. Other provisions (attachments as necessary). _____

A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only)

Number of Days _____ x Per Diem $ _____ = Total Basic Education Costs (A) $ _____
(Include extended school year days as appropriate to the pupil's IEP)

B. RELATED SERVICES

	Service Provider			Total Minutes Hrly/ Per Week/or Session	Cost Per Session					Annual Max Total Cost For Contract Period
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP	# of Wks	
1. Transportation										
2. S&L - Group										
3. S&L - Individual										
4. OT - Group										
5. OT - Individual										
6. PT										
7. ABA - Consult										
8. ABA – Direct										
9. ABA - Supervision										
10. AB - Assessment										
11. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ _____
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A + B) $ _____
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES $ _____

NPS/A Service Agreement, Rev. 7-14
Page 1 of 2

Powered by BoardOnTrack

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contractor, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on _____ and terminates at 5:00 p.m. on _____ unless sooner terminated as provided herein.

-CONTRACTOR-		-LOCAL EDUCATIONAL AGENCY-	
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)
(Type or Print Name)	(Date)	(Type or Print Name)	(Date)
(Name of NPS/NPA)		(Name of District, SELPA, County Office)	
(Mailing Address)		(Mailing Address)	
(City/State/Zip Code)		(City/State/Zip Code)	

EXHIBIT C: 2026-2027 Credentialing Requirements

Special Education Providers, Substitute Teachers and Support Staff
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Agency's Personnel must meet the requirements set forth below in accordance with the below tables based on the location of services being provided. Client agrees to not require the employee to provide any additional items other than those listed below. Agency attests that for each of its respective employees they meet the minimum requirements and (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such employees subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any issues that would render such employee reasonably unacceptable to the Client or otherwise negatively impact the health or safety of any child.

2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth in this Exhibit B. In addition, any requests by Client other than as set forth on Exhibit B must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.

3. Items on this document cannot be waived or altered unless approved by the Senior Director of Business Administration or the Vice President of Education . Any item waived cannot be an item that places the employee in a non-compliant status per applicable laws and directives.

FOR SERVICES PROVIDED IN CALIFORNIA		
TYPE	**FREQUENCY**	**DETAILS**
TB Test	At hire, re-activation, and at expiration	Must be within past 60 days and expires 4 years after test results read
State of California License (Academic Assessor, Registered Nurse, Registered Behavior Technician, Licensed Vocational Nurse, Marriage and Family Therapist, Music Therapist, Art Therapist, Physical Therapist, Physical Therapist Assistant, Licensed Clinical Social Worker, Speech Language Pathologist, Speech Language Pathologist Assistant, Certified Occupational Therapist Assistant, Occupational Therapist, Orientation/Mobility Specialist, Psychologist, Audiologist, Behavior Intervention Development, and Certified Nursing Assistant only)	At hire, re-activation, and at expiration	Unencumbered license - all flags or suspensions must be explained and evaluated by a Director prior to hire
Board Certified Behavior Analyst (BCBA) License	At hire, re-activation, and at expiration	Unencumbered license - all disciplinary sanctions must be explained and evaluated by a Director prior to hire
Non-Violent Crisis Intervention Training (if required)	At hire, re-activation, and at expiration	Current and Valid

CTC Permit (30-day permitted substitute teachers only)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire
CTC Credential (Special Education Teacher, Case Manager, Certified or Credentialed Nurse, Educational Diagnostician, Education Specialist, Expert Consult, Program Admin, Teachers for the Deaf and Hard of Hearing, Teachers for the Visually Impaired, Resource Teacher, School Psychologist, Adapted Physical Education Teacher, and School Counselor)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire
Transcripts – 48 Units (SpEd Aide, Teacher Assistant)	At hire and re-activation	Units earned meet or exceed ESSA requirements
Transcripts – High School (Office, Campus Aide, BII)	At hire and re-activation	Units earned meet or exceed ESSA requirements
Transcripts – High School + Parapro Certification (Paraprofessional)	At hire and re-activation	Units earned meet or exceed ESSA requirements
First Aid/CPR License (RN, LVN or CNA Only)	At hire, re-activation, and at expiration	Current and Valid
Livescan Results (DOJ/FBI)	At hire, re-activation, and as subsequent arrests are received by DOJ/FBI	Any convictions must be explained and evaluated for Ed Code compliance. If acceptable per Ed Code, evaluated by a Director before hire.
Mandated Reporter, Bloodborne Pathogen	At hire, re-activation, and yearly thereafter	Attestation of completion is maintained in the employee file.
Positive Behavior Interventions and Supports Trainings (SpEd Providers and BII's)	At hire, re-activation, and yearly thereafter	Attestation of completion is maintained in the employee file.
Sexual Harassment Training	At hire or reactivation, and every 2 years thereafter	Certificate of completion is maintained in the employee file.

EXHIBIT D: 2026-2027 Locations

inspire COMMUNICATION Speech Therapy for the Whole Family!

EL CAMINO HOURLY RATE SHEET FOR JULY 1, 2026 - JUNE 30, 2027

Individual and Group Treatment in Clinic or Virtual	**Hourly Rate**
Speech Language Pathologist with CCC-SLP and CA license	$ 91.67
Speech Language Pathologist, Clinical Fellow with RPE license	$ 91.67
Speech Language Pathology Assistant with CA license	$ 91.67
Individual and Group Treatment at School Site	**Hourly Rate**
Speech Language Pathologist with CCC-SLP and CA license	$ 91.67
Speech Language Pathologist, Clinical Fellow with RPE license	$ 91.67
Speech Language Pathology Assistant with CA license	$ 91.67
Assessment - El Camino Per Diem Rate	**Included**
Off-candar rate for assessment	
Basic Assessment and Report (includes expressive/receptive language and vocabulary)	$ 450.00
Additional Assessment (per test administered) (includes articulation, fluency, pragmatics, cognition)	$ 100.00
Screening with recommendations	$ 120.00
CONTRACTED Per Diem Rates Based on a 7-hour day, no more than 12 students per day caseload for SLP/SLP-CFY and 6-hour day, no more than 10 students per day caseload for SLPA; rate includes standard assessment, treatment, IEP attendance and preparation by SLP--**does not include** mediation meetings, due process preparation or court appearances.	**Daily Rate** $550.02 - $641.69
IEP ATTENDANCE (included in per diem rate) (includes preparation and meeting attendance) Speech Language Pathologist with CCC-SLP and CA license	**Hourly Rate** $ 91.67
DUE PROCESS CHARGES phase I (not included in per diem rate) (includes mediation meetings and due process preparation) Speech Language Pathologist with CCC-SLP and CA license	**Hourly Rate** $ 150.00
DUE PROCESS CHARGES phase 2 (not included in per diem rate) (includes expert forensic testimony and court appearances) Speech Language Pathologist with CCC-SLP and CA license	**Per Diem** $ 1,200.00
OTHER SPECIALIZED SERVICES	**Hourly Rate**
Staff training	Provided on Request
In-service presentation	Provided on Request
Departmental meeting attendance	Provided on Request

P.O. Box 921208, Sylmar, CA 91392 * Phone: 818/364-7451 * Fax: 818/364-7498

www.inspiretherapy.org info@inspiretherapy.org

Coversheet

Discuss and Vote to Recommend to the Full Board 2026-2027 approval to enter into the State SELPA-Approved NPA/NPS Master Agreement for Child and Family Guidance Center (Northpoint School) and The Help Group once rates have been finalized for the LAUSD SELPA.

Section: IV. School Business
Item: C. Discuss and Vote to Recommend to the Full Board 2026-2027 approval to enter into the State SELPA-Approved NPA/NPS Master Agreement for Child and Family Guidance Center (Northpoint School) and The Help Group once rates have been finalized for the LAUSD SELPA.
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV._C_-2026-2027_State_SELPA_Master_Contract.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2026-2027

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 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.

Table of Contents

Contents

GENERAL PROVISIONS 1
1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 12
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 23
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT ("ISA") 3
7. DEFINITIONS 4
ADMINISTRATION OF CONTRACT 5
8. NOTICES 5
9. MAINTENANCE OF RECORDS 56
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 67
12. VENUE AND GOVERNING LAW 67
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION ..... **Error! Bookmark not defined.**7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11
EDUCATIONAL PROGRAM 11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 1112
23. INSTRUCTIONAL MINUTES 1213
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM ..... 21~~20~~
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 25~~24~~
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME ..... 26~~25~~
HEALTH AND SAFETY MANDATES 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES ..... 30~~29~~
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY ..... 31~~30~~
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2026-2027 RATES ..... 35~~34~~
EXHIBIT B: 2026-2027 ISA ..... 37~~36~~

2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(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).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

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

15. INSURANCE

Commented [BR1]: We recommend that you confirm that this section meets any requirements from your insurance carrier.

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for

payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.,* 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 state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance

with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of

documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement

is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

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

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

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

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

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

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code

section 56366.1(j) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct

contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's

(or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school

calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are 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.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR 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)		
Other (900)		

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

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 minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

   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)							
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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

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.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____ _____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____ _____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

4902-0919-9525, v. 1

Coversheet

Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 State SELPA-Approved NPA/NPS Master Agreement with revisions for Dubnoff School.

Section: IV. School Business
Item: D. Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 State SELPA-Approved NPA/NPS Master Agreement with revisions for Dubnoff School.
Purpose: Vote
Submitted by:
Related Material:
Agenda_Item_IV_D - 2026-2027 State SELPA Master Contract - Dubnoff (redline - rev. 6.15.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2026-2027

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 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.

Table of Contents

Contents

GENERAL PROVISIONS 1
1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 12
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 23
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT ("ISA") 3
7. DEFINITIONS 4
ADMINISTRATION OF CONTRACT 5
8. NOTICES 5
9. MAINTENANCE OF RECORDS 56
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 67
12. VENUE AND GOVERNING LAW 67
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION ..... **Error! Bookmark not defined.**7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11
EDUCATIONAL PROGRAM 11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 1112
23. INSTRUCTIONAL MINUTES 1213
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM ..... 21~~20~~
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 25~~24~~
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME ..... 26~~25~~
HEALTH AND SAFETY MANDATES 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION ..... 27~~26~~
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL ..... 28~~27~~

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES ..... 28~~27~~
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES ..... 30~~29~~
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY ..... 31~~30~~
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2026-2027 RATES ..... 35~~34~~
EXHIBIT B: 2026-2027 ISA ..... 37~~36~~

2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(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).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

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

15. INSURANCE

Commented [BR1]: We recommend that you confirm that this section meets any requirements from your insurance carrier.

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

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

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to

have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.,* 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 state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact

or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be

transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education

eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

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

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

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

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

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

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard

focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California

Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master’s degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator’s qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required

complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business

days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service

logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR 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)		
Other (900)		

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

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 minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

   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)							
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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

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.

-CONTRACTOR-	-LEA/SELPA-
_____ (Name of Nonpublic School/Agency)	_____ (Name of LEA/SELPA)
_____ (Signature) (Date)	_____ (Signature) (Date)
_____ (Name and Title)	_____ (Name of Superintendent or Authorized Designee)

4902-0919-9525, v. 1

Coversheet

Discuss and Vote to Recommend to the Full Board approval of the 2026-2027State SELPA-Approved NPA/NPS Master Agreement with revisions for Academy for Advancement of Children with Autism.

Section: IV. School Business
Item: E. Discuss and Vote to Recommend to the Full Board approval of the 2026-2027State SELPA-Approved NPA/NPS Master Agreement with revisions for Academy for Advancement of Children with Autism.
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV_E - 2026-2027 State SELPA Master Contract.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2026-2027

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 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.

Table of Contents

Contents

GENERAL PROVISIONS 1
1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT ("ISA") 3
7. DEFINITIONS 4
ADMINISTRATION OF CONTRACT 5
8. NOTICES 5
9. MAINTENANCE OF RECORDS 5
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 6
12. VENUE AND GOVERNING LAW 6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION ..... **Error! Bookmark not defined.**
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11
EDUCATIONAL PROGRAM 11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 11
23. INSTRUCTIONAL MINUTES 12
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 21
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 25
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 26
HEALTH AND SAFETY MANDATES 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES 30
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 31
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2026-2027 RATES 35
EXHIBIT B: 2026-2027 ISA 37

2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(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).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

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

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for

payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.,* 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 state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance

with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of

documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement

is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

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

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

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

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

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

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code

section 56366.1(j) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct

contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq*. and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's

(or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school

calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these

offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR 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)		
Other (900)		

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

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 minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

   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)							
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)							

Powered by BoardOnTrack

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

Powered by BoardOnTrack

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

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.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

4902-0919-9525, v. 1

Powered by BoardOnTrack

Coversheet

Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 contract with Yellow Cab (Administrative Services Cooperative, Inc.) for transportation services for eligible students with disabilities and homeless/foster youth.

Section: IV. School Business
Item: F. Discuss and Vote to Recommend to the Full Board approval of the 2026-2027 contract with Yellow Cab (Administrative Services Cooperative, Inc.) for transportation services for eligible students with disabilities and homeless/foster youth.
Purpose: Vote
Submitted by:
Related Material:
Agenda_Item_IV_F - 2026-27 ECR-ASC Transportation Services Agreement 6.pdf

INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into as of July 1st, 2026~~5~~, between Administrative Services Cooperative, Inc., a California Corporation ("Contractor") and El Camino Real Alliance, a California nonprofit public benefit corporation that operates the charter school known as El Camino Real Charter High School, (the "School"), with reference to the following facts:

A. Certain special education pupils of the School require transportation during the 2026~~5~~- 2027~~6~~ school year from their homes to the school and back.

B. The School does not provide transportation for its special education pupils; however, the School is willing to reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

Contractor agrees to transport the following special education pupils (the "Pupil(s)") from their residences to the School and back to their residences each school day during the 2026~~5~~-2027~~6~~ school year (to follow school calendar attached hereto as **EXHIBIT A**):

The contractor shall coordinate with the parents ("Parent") of each Pupil to schedule pick up and drop off of the Pupil during each school day and to provide its services hereunder in such a way that the Pupil will arrive at School by 8:00 a.m. and be picked up promptly after the conclusion of the Pupil's school day. The Contractor's services provided pursuant to this Agreement are referred to herein as the "Services."

The Parent and or Pupil should notify the Contractor the day before if the Services are not required on any regularly scheduled school day. Contractor must secure written authorization from a Parent if the Services are required outside of the regularly scheduled pick up and drop off times.

2. Term; Termination

The term of this agreement shall commence on July 1st, 2026~~5~~ and shall terminate on June 30, 2027~~6~~ unless terminated earlier by either party giving the other thirty (30) days' advance written notice of cancellation, which notice shall specify the last date the Services shall be performed.

3. Fees for Services

The Contractor shall be paid $3.50 per mile, $35.00 Exclusivity charge each way, $35.00/wheelchair, $60 route minimum, and $5.50/car seat charge, $30 no show fee, $30 for hour of wait time (applicable only after a 5-minute grace-period from scheduled pickup time). The Contractor shall invoice the School for the provision of Services on a monthly basis and shall therefore be paid within thirty (30) days after the School's receipt of the Contractor's

invoice for the provision of the Services for the relevant month. Each such invoice shall specify each day on which the Services were provided, which Pupils were transported in accordance with the Agreement, and shall itemize the basis for the charge, document any waiting time or no show charges.

Please note that the School will be responsible for the replacement or repair of equipment in the taxicab vehicle if it is damaged by a student(s), reasonable wear and tear excepted.

Contractor shall be responsible for and shall not seek reimbursement from School for all other costs of operations, including vehicle insurance/registration, fuel, repairs, maintenance, parking fees, and other such incidental costs.

4. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such automobiles (the "Vehicles"), as may be necessary or advisable to lawfully perform the Services. All such Vehicles shall fully comply with all applicable federal, state, and local statutes, regulations, ordinances, rules, and other lawful authority, including Education Code Sections 39875-39882 ("Applicable Law") applicable to vehicular transportation of minor students and it is the Contractor's duty to understand and comply with such Applicable Law. The Contractor shall maintain all such Vehicles in good repair and shall have them inspected consistent with Applicable Law. The Contractor shall be solely responsible for all vehicles used in transporting students.

Upon request, ASC will provide alternative fuel vehicles (sedan) to transport students whenever possible.

5. Contractor's Personnel

The Contractor shall, at its sole cost and expense, provide and supervise such qualified and properly licensed personnel as required by Applicable Law and as deemed appropriate by the Contractor to perform the Services. The Vehicles shall only be used and operated by the Contractor, or persons authorized by the Contractor whose names are on file with the School. The Contractor expressly represents and warrants to the School that its personnel are skilled and properly licensed to perform the Services.

All drivers utilized under this Agreement shall be licensed, tested, background checked, trained and properly certified as required by Applicable Law. All drivers must pass a regular, periodic drug test and must be cleared by the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI), if applicable, with evidence that each driver has not been charged or convicted of a violent felony listed in Penal Code section 667.5(c), a serious felony listed in Penal Code section 1192.7(c), a sex offense listed in Education Code section 44010, a controlled substance offense listed in Education Code section 44011, a crime involving moral turpitude (such as embezzlement, perjury, fraud, etc.), or any offense which may otherwise make the driver unsuitable or undesirable to work around students with special needs. The Contractor shall also periodically request and receive subsequent arrest and conviction notifications for all drivers from the California Department of Justice to ensure ongoing safety of the Pupils and must report any new notifications of arrests and convictions to the School. All drivers must not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired, and must not have been convicted of an offense listed in paragraph (1) of subdivision

(a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.

Contractor certifies that it has required and verified that all drivers ~~who may have frequent or prolonged contact with Pupils has~~ will undergo~~ne~~ a risk assessment and/or has been examined and determined to be free of active tuberculosis pursuant to Education Code Section 49406. Contractor shall require all new drivers pursuant to this Agreement to provide the Contractor with a certificate of tuberculosis clearance dated within the prior sixty (60) days before performing the Services. Drivers shall also be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code, and complete the medical examination requirements set forth in Education Code Section 39877(a)(9).

Contractor's personnel will maintain a daily log sheet and complete the daily pretrip inspection required by Education Code Section 39877(a)(13).

6. Contractors Insurance

The Contractor shall, at its sole cost and expense, obtain and maintain in full force and effect during the term of this agreement, general liability and automobile (common carrier) insurance issued by the insurance companies licensed to do business in California with minimum limits of One Million US Dollars ($1,000,000.00) Combined Single Limit. The School shall be named as an additionally insured of the Policy or Policies and, prior to the commencement of Services, shall be furnished with a certificate of insurance requiring notice to School of at least thirty (30) days prior to cancellation of any such Policy or Policies. Contractor shall obtain workers' compensation insurance as required by law for any employees providing the Services.

7. Assignment of Contractor's Rights

The Contractor shall have NO right to assign its rights or obligations under this Agreement, it being understood that this is a personal services contract.

8. Indemnity of the School

The Contractor hereby agrees to indemnify, defend and hold the School, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney's fees and court costs) arising out of (1) any injury or death to any person or property sustained by the Contractor or the Pupils, or any combination of them, in connection with the providing of the Services, however caused, (2) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, negligence, fault or omission on the part of the Contractor, or the Pupils, or any combination of them, in connection with the providing of the Services, whether said injury or damage occurs on or off School property, and (3) Contractor's or its drivers' breach of this Agreement.

9. Independent Contractors

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the

School. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other or with any other third party. The Contractor understands and agrees that, as an independent contractor, neither it nor its employees or contractors will be eligible to participate in any benefits or privileges given or extended by the School to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the School, its Board Members, Officers, employees and agents free and harmless therefrom.

10. Notices

All other notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To School:

Emilie Larew – Administrative Director
El Camino Real Charter High School
5440 Valley Circle Blvd.
Woodland Hills, CA, 91367
Ph (818) 595-7500

To Contractor:

Mr. William J. Rouse
Administrative Services Cooperative, Inc.
2050 W 190th Street, Suite 100
Torrance, California 90504
Ph (310) 965-5807

Notice of change of address shall be given by written notice in the manner detailed in paragraph 10 of this Agreement.

11. Default; Cure; Termination

A party is in default of this Agreement if it (a) fails to perform material obligations under this Agreement; (b) becomes insolvent or files for bankruptcy; or (c) substantially ceases operation of its business. A non-defaulting party may terminate this Agreement immediately for cause upon the occurrence of (b) or (c) above. A non-defaulting party may terminate this Agreement for cause upon the occurrence of (a) above if, after providing the defaulting party with written notice specifying the nature of the default, the defaulting party thereafter fails to cure the noticed default within ten (10) calendar days of receipt of the default notice, or, if the nature of the default is such that it cannot be cured within ten (10) calendar days, the non-defaulting party may terminate this Agreement if the defaulting party fails to commence to cure the default within that ten-day period and thereafter continuously and diligently pursues such cure to completion.

Following termination of this Agreement for cause, a non-defaulting party may pursue all legal remedies available to it.

12. Entire Agreement

This Agreement and the attached proposal(s) constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

13. Waivers

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of any provision of this Agreement.

14. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorneys' fees in the judgment rendered in such action.

15. Performance

Time is of the essence regarding this Agreement and all obligations to be performed under this Agreement.

16. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it, shall be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date July 1st, 2025.

SCHOOL

By: _____

Its: _____

CONTRACTOR

By: _____

Its: _____

EXHIBIT A:

EL CAMINO REAL CHARTER HIGH SCHOOL
2026-2027 School Calendar

July 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

	Professional Development (PD) Day (Pupil Free)
	Regular Schedule School Day
	No School/Holiday
	Shortened Day

	Pupil Free Day
	Common Planning Day Schedule (9:37am start time)
	Minimum Day Schedule

8/10/26	First Day of Instruction
9/4/26	Admissions Day
9/7/26	Labor Day
9/21/26	Floating Holiday
11/11/26	Veterans' Day
11/23-11/27/26	Thanksgiving Break
12/21/26-1/8/27	Winter Break

1/12/27	Second Semester Begins
1/18/27	Dr. Martin L. King Birthday
2/15/27	Presidents' Day
3/22-3/26/27	Spring Break
3/29/27	Farm Workers' Day Observed
5/31/27	Memorial Day
6/3/27	Last Day of Instruction/Graduation

Coversheet

Discuss and Vote to Recommend to the Full Board Approval of the 2026-2027 Instructional Materials (IMA) Budget

Section: IV. School Business
Item: G. Discuss and Vote to Recommend to the Full Board Approval of the 2026-2027 Instructional Materials (IMA) Budget
Purpose: Vote
Submitted by:
Related Material:
Agenda_Item_IV_G_ ECR_2026-27_Department Budget_Presentation(1).pptx

EL CAMINO REAL CHARTER HIGH SCHOOL

2026–27 Department Budget Summary

All Departments | Excluding Textbooks | Finance & Investment Committee

$2,061,873 Total Budget Requested

25 Departments | June 2026

Budget at a Glance

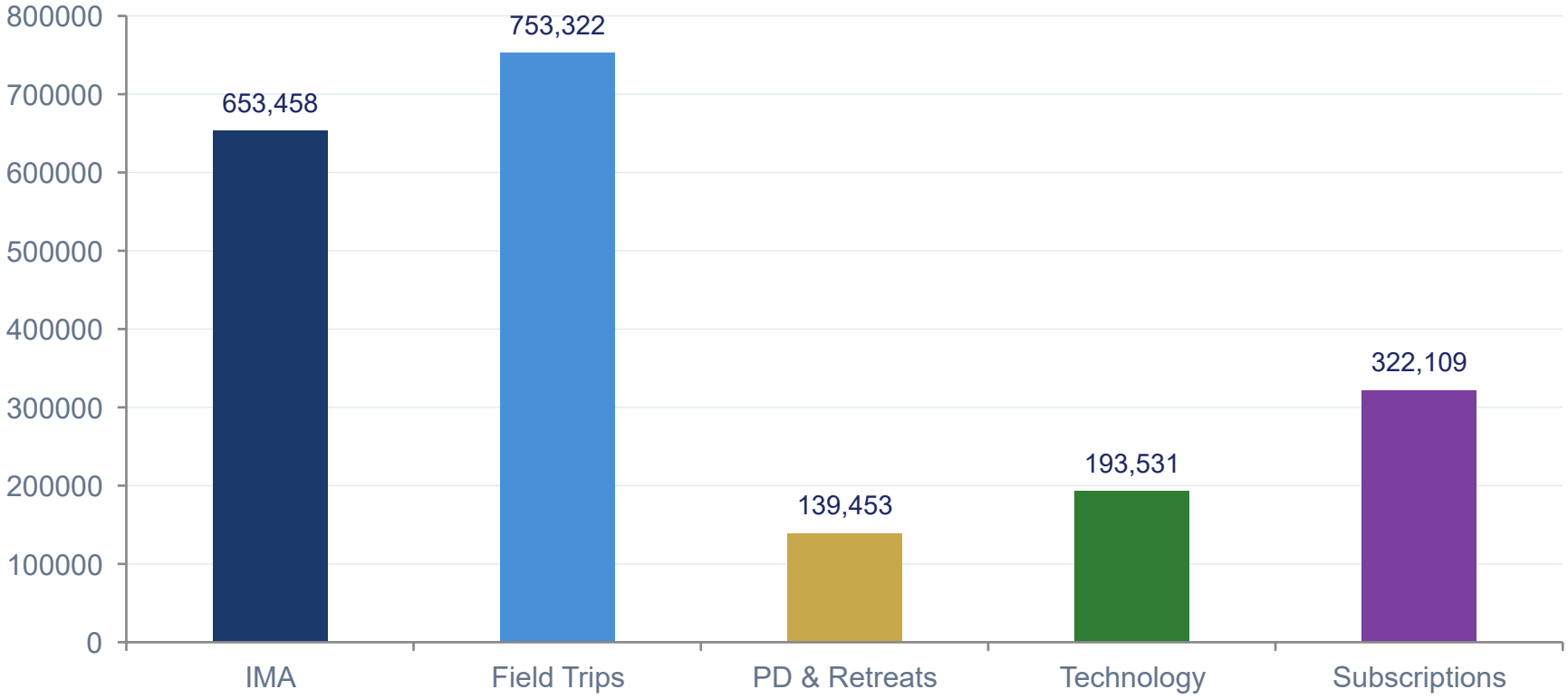
Grand total by spending category (Textbooks excluded)

$653,458	$753,322	$139,453	$193,531	$322,109
Instructional Materials (IMA)	Field Trips & Competitions	PD & Retreats	Technology	Subscriptions
31.7%	*36.5%*	*6.8%*	*9.4%*	*15.6%*

GRAND TOTAL (excl. Textbooks): **$2,061,873** across 25 departments

Spending by Category

Dollar breakdown across all 25 departments (Textbooks excluded)



What's Included in Each Budget Category

Instructional Materials (IMA) — $653,458

- Classroom consumables — pens, paper, dry-erase markers, scantrons
- Lab & science supplies (chemicals, specimens, balances, glassware)
- Art & performance materials (paint, costumes, sheet music, lumber)
- Culinary food & kitchen supplies (Costco, Smart & Final, Amazon)
- CTE equipment (CNC machines, 3D printers, graphing calculators)
- Marketing: digital advertising, Google Ads, website renewal, branding
- Athletic equipment & uniforms across all 14 sports programs

Field Trips & Competitions — $753,322

- Academic competitions: History Day (County/State/Nationals), ACADECA, Model UN
- JROTC drill meets, brain brawl, orienteering & Drill Nationals in Pensacola
- VAPA: marching band, choral festivals, theater & visual art museum trips
- Science: Physics Day, Science Fair, LA Zoo, Aquarium, Pierce Biotech
- Culinary: FCCLA Fall/Spring Meetings, CCAP competitions
- Athletics: transportation & officials for all 14 sports programs
- CTE (Audio): Grammy Museum, post-production studio visits, industry tours

Professional Development & Retreats — $139,453

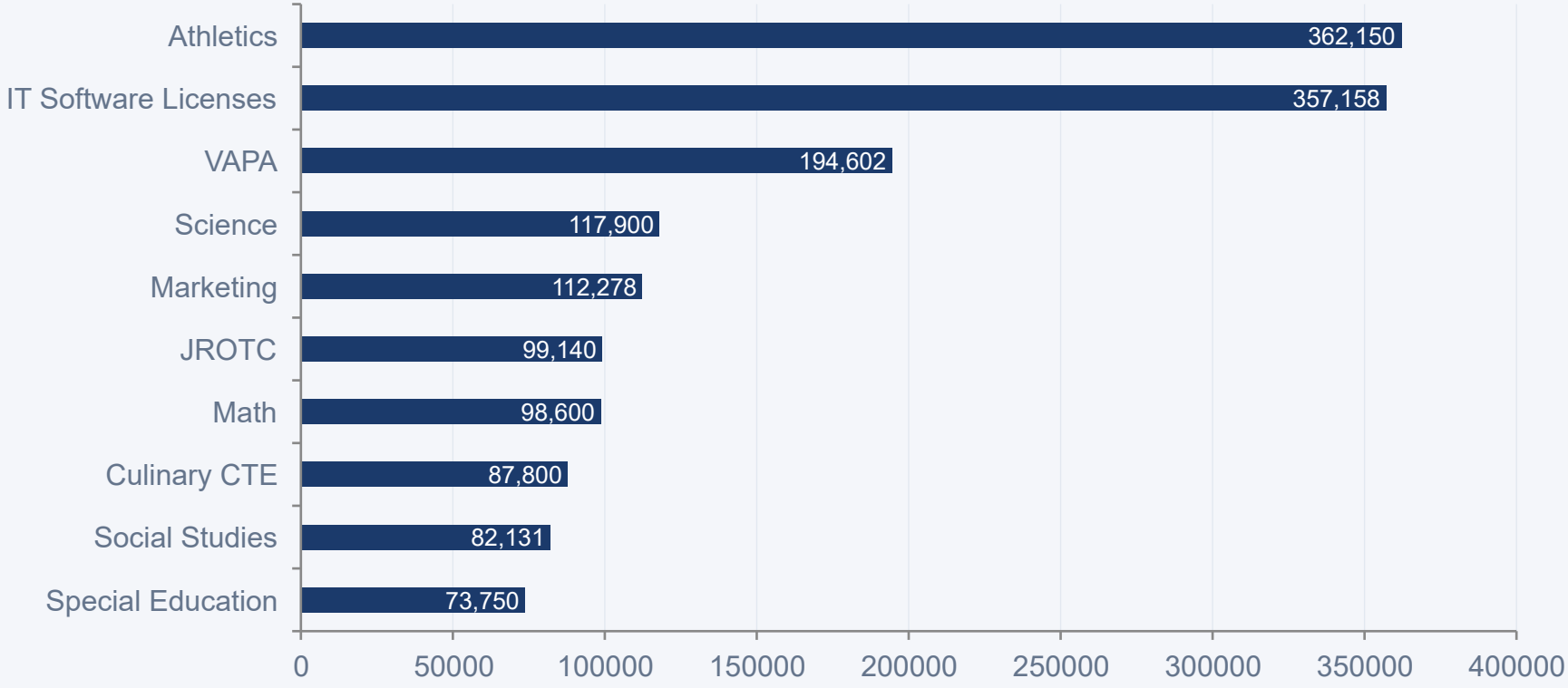
- AP Summer Institutes — Social Studies & Science teacher training
- PLTW core training for STEAM engineering teachers
- CATE conference (English/CTE); CCAP summer training (Culinary)
- Facing History workshops — whole Social Studies department PD days
- Local math conference and general department professional development
- Fall/Spring retreat days with substitute teacher coverage
- Compliance webinars and specialized professional certifications

Subscriptions — $322,109

- IT centralized software license renewals ($171,927 schoolwide)
- Math: Pear Assessment, Infinite Math, Brightful ($28,000)
- Special Education platforms and support tools ($41,050)
- VAPA: MusicFirst, Noteflight, Sight Reading Factory, Digital Theatre+
- Social Studies: DBQ Project, Map Archive, Quizlet Pro
- Audio Production: Studio Binder, AVID Learning Central, Splice
- Independent Studies: Accelerate Education Learning online program licenses ($35,000)

Top 10 Departments by Request

Ranked by total request amount (Textbooks excluded)



Marketing Department

2026–27 Budget Request

TOTAL REQUEST

$112,278

#	Description	Amount	Rationale
1	**Digital Social Media Advertising**	**$20,000**	Paid social campaigns supporting enrollment initiatives across platforms
2	**Google Ads**	**$15,000**	Search advertising for enrollment initiatives and school visibility
3	**Website Renewal + UX**	**$20,850**	CMS/website platform and SMS/Messages XR platform renewal
4	**MailChimp Emailing System**	**$7,200**	Backup email platform; monthly billing when Messages XR allotment is reached
5	**Branding / Advertising Partners**	**$34,150**	Niche renewal, mailer campaigns, street light pole banners, and other opportunities
6	**Misc. Marketing Equipment/Projects**	**$15,078**	Social media equipment (microphones, drone, camera/lenses); new mascot, branding, trophy case
	TOTAL	**$112,278**	*All IMA — no Field Trips, PD, Technology, or Subscriptions requested*

Category: Instructional Materials (IMA) | All six items are enrollment, branding, and outreach expenditures

FY 2026–27 Department Budget — Board Approval

Excl. Textbooks

Department	IMA	Field Trips	PD & Retreats	Technology	Subscriptions	DEPT TOTAL	BOARD ACTION
English	$8,500	$14,000	$2,730	—	$500	**$25,730**	*Approve / Deny*
Math	$32,600	$21,000	$17,000	—	$28,000	**$98,600**	*Approve / Deny*
Social Studies	$8,000	$58,088	$12,808	—	$3,235	**$82,131**	*Approve / Deny*
World Languages	$3,360	$18,506	$14,400	—	$2,625	**$38,891**	*Approve / Deny*
VAPA	$84,000	$82,500	$9,000	—	$19,102	**$194,602**	*Approve / Deny*
Science	$51,500	$38,300	$27,000	—	$1,100	**$117,900**	*Approve / Deny*
Special Education	$5,000	$13,200	$14,500	—	$41,050	**$73,750**	*Approve / Deny*
Culinary CTE	$53,100	$30,700	$4,000	—	—	**$87,800**	*Approve / Deny*
STEAM	$47,900	$10,000	$8,000	—	$5,600	**$71,500**	*Approve / Deny*
ACADECA	$2,500	$52,700	—	—	—	**$55,200**	*Approve / Deny*
Woodshop	$51,000	$1,533	$1,040	—	—	**$53,573**	*Approve / Deny*
Journalism	$12,000	$20,505	$1,000	—	$610	**$34,115**	*Approve / Deny*
Counseling	$22,700	$1,700	$2,400	—	—	**$26,800**	*Approve / Deny*
FLEX	$7,600	$5,400	$4,350	—	—	**$17,350**	*Approve / Deny*
Business Technology	$520	—	$11,575	—	$2,360	**$14,455**	*Approve / Deny*
Independent Studies	$5,500	$500	$3,600	—	$35,000	**$44,600**	*Approve / Deny*
P.E.	$6,000	—	$5,000	—	—	**$11,000**	*Approve / Deny*
Health & Life Skills	$1,500	$5,400	$1,050	—	—	**$7,950**	*Approve / Deny*
Yearbook	$5,000	$2,000	—	—	—	**$7,000**	*Approve / Deny*
Audio Production	$4,700	$20,000	—	$8,300	$11,000	**$44,000**	*Approve / Deny*
JROTC	—	$99,140	—	—	—	**$99,140**	*Approve / Deny*
Robotics	$24,200	—	—	—	—	**$24,200**	*Approve / Deny*

Coversheet

Discuss and Vote to Recommend to the Full Board Approval the 2025-2028 LACOE Contract for California School-Based Medi-Cal Administrative Activities Program

Section: IV. School Business
Item: H. Discuss and Vote to Recommend to the Full Board Approval the 2025-2028 LACOE Contract for California School-Based Medi-Cal Administrative Activities Program
Purpose: Discuss
Submitted by:
Related Material:
Agenda_Item_IV._H_-_Executive_Summary_Medi-Cal_Administrative_Activities__SMAA__Program_Contract__2025_2028_.pdf



Executive Summary

Medi-Cal Administrative Activities (SMAA) Program Contract (2025–2028)

Contract #: C-25164 – El Camino Real Charter High School & LACOE
Term: July 1, 2025 – June 30, 2028 (with two optional one-year extensions through 2030)

Overview:
El Camino Real Charter High School (ECRCHS) would like to enter into a contract with the Los Angeles County Office of Education (LACOE) to participate in the California School-Based Medi-Cal Administrative Activities (SMAA) Program for the 2025–2028 cycle. This program allows the school to claim federal reimbursement for eligible administrative activities that support Medi-Cal services provided to students.

Problem Addressed:
Schools often face significant challenges in managing and claiming federal reimbursements for Medi-Cal administrative activities. The complexity of compliance requirements, the need for precise documentation, and the lack of dedicated administrative capacity often result in underutilized funds, delayed claims, and exposure to audit risks. This contract addresses these challenges by providing El Camino Real Charter High School with direct support from the Los Angeles County Office of Education (LACOE). Through centralized oversight, staff training, standardized processes using the Random Moment Time Survey (RMTS) system, and streamlined reimbursement procedures, the contract ensures that the school can efficiently access eligible federal funds while maintaining compliance with state and federal requirements.

Key Objectives:
- Reimburse ECRCHS for eligible administrative costs related to Medi-Cal.
- Ensure compliance with federal and state regulations through LACOE's management.
- Utilize the Random Moment Time Survey (RMTS) system for activity tracking.

LACOE Responsibilities:
- Administer RMTS and oversee all SMAA claiming activities.
- Certify expenditure data and submit invoices to the California Department of Health Care Services (DHCS) on behalf of ECRCHS.
- Provide technical assistance, staff training, and compliance monitoring.
- Issue quarterly reimbursements and annual summary reports to ECRCHS.



Executive Summary

Medi-Cal Administrative Activities (SMAA) Program Contract (2025–2028)

Contract #: C-25164 – El Camino Real Charter High School & LACOE
Term: July 1, 2025 – June 30, 2028 (with two optional one-year extensions through 2030)

ECRCHS Responsibilities:

- Designate a Fiscal Contact and SMAA Program Coordinator.
- Ensure timely and accurate participation in time surveys and submission of financial data.
- Maintain compliance with all SMAA regulations and retain documentation for 5 years.
- Reimburse LACOE for any disallowed claims plus interest and collection costs if applicable.

Compensation and Fees:
Administrative fees are assessed per quarter per participant:

- $40 per participant in Q1 of each year.
- $60 per participant in Q2, Q3, and Q4 of each year.

Fees may be adjusted annually to cover program costs. LEA may be charged a reduced rate if under 50 participants or limited RMTS use.

Other Notable Provisions:

- Procedures for reimbursement in the event of school closure.
- Indemnification clause protecting LACOE against LEA-related liabilities.
- Termination clause allows either party to exit the agreement with 30 days' notice.
- Dispute resolution process includes mediation and binding arbitration.
- Compliance with laws on insurance, non-discrimination, employee fingerprinting, drug-free policies, and grant fund contingencies.

Federal Program Information:
Program Name: Medical Assistance Program (Medi-Cal)

CFDA Number: 93.778

Execution & Validity:
Signatures from authorized representatives are required. Contract is subject to ratification by LACOE's Superintendent or designee.

Coversheet

Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 Marketing Budget Proposal

Section: IV. School Business
Item: I. Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 Marketing Budget Proposal
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV._I_-ECR_Marketing_Budget_2026-2027_Final.pdf

Marketing Budget

2026-2027

ECR

Powered by BoardOnTrack

PLAN FOR 2026-2027 SCHOOL YEAR

- Continue to work with students and student groups to promote events, stories, and accomplishments
  - Content engagement was higher than district schools and private schools in the area
- Collaborate with Teachers, Coaches, and Parents to promote events, stories, and accomplishments
  - Collaborate with teachers to promote their programs and collaborate on content
  - Help coaches set up their web pages on our website and help promote games/content
  - Receive parent feedback and tips for content ideas, website experience, and more
- Collaborate with all stakeholders to improve school culture
  - Sporting event themes
  - Collaborate with HR to recognize teacher/staff achievements and birthdays

Summary



Marketing Budget Breakdown

$63,050

- $20,000 Digital Social Media Ads
- Google Ads $15,000
- $20,850 Website Renewal + UX
- $7,200 MailChimp Platform

+

Branding/Advertising Partners Spend ($34,150)
Includes:

- Niche Partnership
- Traditional Marketing/Street Banners
- Other Opportunities

+

Misc. Marketing Equipment/Projects ($15,078)

- Camera Equipment/Mascot/Trophy Case/ETC

Total: $112,278

Coversheet

Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 CharterSAFE Renewal

Section: IV. School Business
Item: J. Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 CharterSAFE Renewal
Purpose: Vote
Submitted by:
Related Material: Agenda_Item_IV._J-_2026-2027_CharterSAFE.pdf

1281
A
SELF
P,WC

CharterSAFE
BE SAFE • FEEL SAFE

2026-2027 Membership Renewal Proposal

Prepared for Named Member:
El Camino Real Alliance

Coverage Effective:
July 01, 2026 at 12:01 AM - July 01, 2027 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: May 11, 2026 at 3:55 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Fernando,

CharterSAFE is pleased to present your membership renewal for the 2026-2027 year. Your membership includes the following:



For a more detailed listing of our member services, please contact your primary member servicer Kobié Jacobs at kjacobs@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII ($50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

We look forward to working with you in the 2026 -2027 year!

Thank you,

The CharterSAFE Team

1281
A
SELF
P,WC

MEMBER CONTRIBUTION SUMMARY

Named Member:

El Camino Real Alliance

Coverage Effective: July 01, 2026 at 12:01 AM - July 01, 2027 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution	**$534,706.00**

Core Liability Program
- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime
Property
Student & Volunteer Accident

Additional Program Coverages
- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

Workers' Compensation & Employer's Liability Member Contribution	**$235,845.00**
Total Member Contribution	**$770,551.00**

Member can choose one of two payment options when accepting the proposal online	**Payment in Full** - Due Upon Signing - $770,551.00 **Installment Plan** • Deposit (25%) - Due Upon Signing - $192,638.00 • 9 Monthly Installments - $64,213.00

You are currently enrolled in the CharterSAFE ACH program. The required payment will be processed once a signed proposal is received, based upon the payment option that you have chosen. To make any changes to your enrollment in the CharterSAFE ACH program, or if you have any special payment requests, please email Pilar Archer at parcher@chartersafe.org.

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"
4. Payment is due upon signing of the proposal

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

5440 Valley Cir. Blvd.
Woodland Hills, CA 91367-5949

Member contributions are calculated based on the exposures provided in the renewal application. The below represents the total sum of all scheduled locations as well as a breakdown by location.

Student Count	**2,969**
Employee Count	**216**
Annual Estimated Payroll	**$23,840,000.00**
Total Insured Value	**$6,950,000.00**
Building Value (owned or required to insure)	$4,700,000.00
Tenant Improvements	$0.00
Portable Value	$0.00
Content Value	$1,350,000.00
Electronic Data Processing (EDP) Value	$900,000.00
Number of Portables	**0**

Scheduled Locations and Breakdown of Exposures

Location ID: 1928
El Camino Real Charter High School: 5440 Valley Circle Blvd.
Woodland Hills, CA, 91367
Leased/Owned: **Leased**

Students:	**2,800**
Employees:	**210**
Payroll:	**23,000,000.00**
Total TIV:	**2,800,000.00**
Building Value:	1,000,000.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	1,000,000.00
EDP Value:	800,000.00
# of Portables:	**0**

Location ID: 15165
El Camino Real Charter High School: 7401 Shoup Ave.
West Hills, CA, 91307-1750
Leased/Owned: **Owned**

Students:	**169**
Employees:	**6**
Payroll:	**840,000.00**
Total TIV:	**4,150,000.00**
Building Value:	3,700,000.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	350,000.00
EDP Value:	100,000.00
# of Portables:	**0**

Vehicles

None scheduled.

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **$55,000,000** Per Member Aggregate

Directors & Officers, Employment Practices, and Fiduciary Liability

Directors & Officers Liability Retroactive Date: **07/01/2021**
Employment Practices Liability Retroactive Date: **07/01/2021**
Fiduciary Liability Retroactive Date: **07/01/2021**

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	$5,000,000 per **claim** and Named Member aggregate	$15,000.00 per **claim**
Employment Practices Liability	$5,000,000 per **claim** and Named Member aggregate	$50,000.00 per **claim**
Fiduciary Liability	$1,000,000 per **claim** and Named Member aggregate	$0
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	

General Liability

Coverages	Limits	Deductibles
Bodily Injury and Property Damage	$5,000,000 per occurrence and Named Member aggregate	$0 $2,500 per occurrence for bodily injury arising out of participation in a school sponsored *High-Risk Activity**
Premises Medical Payment	$10,000 per person $50,000 per occurrence	$0
Products and Completed Operations	$5,000,000 per occurrence and Named Member aggregate	$0
Fire Legal/Damage to Premises Rented Sublimit	$1,000,000 per occurrence	$0
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Kobié Jacobs at kjacobs@chartersafe.org		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	$5,000,000 per occurrence and Named Member aggregate	$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	$5,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence
Special Education Program Legal Expense Coverage - Reimbursement Sublimit	$50,000 per occurrence/ aggregate reimbursement sublimit $5,000,000 CharterSAFE Members' Combined Annual Aggregate	$7,500 per occurrence

Childhood Sexual Assault Liability

Childhood Sexual Assault Liability Retroactive Date: **07/01/2021**

Coverages	Limits	Deductibles
Childhood Sexual Assault Liability	$5,000,000 per **claim** and Named Member aggregate	$0 if training mandate* is fulfilled $125,000 if training mandate* is not fulfilled
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
***Training Mandate** Members must complete the CharterSAFE Mandated Reporter Training in compliance with State and Federal requirements. Should a loss occur, if all employees involved, including mandated reporters, respectively completed the CharterSAFE Mandated Reporter Training, the deductible is waived. If not all employees involved completed the CharterSAFE Mandated Reporter Training, there is a $125,000 deductible.		
CLAIM means: All notices or **SUITS** demanding payment of money based on, or arising out of the same **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** or series of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	$5,000,000 per occurrence and Named Member aggregate	$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	$5,000,000 per occurrence and Named Member aggregate	$0
Auto Physical Damage*	$2,000,000 per occurrence and Named Member aggregate	$0 $1,000 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	$50,000,000 per occurrence/ **claim** and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M.

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	$1,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence
Forgery or Alteration		$2,500 per occurrence
Employee Dishonesty		$5,000 per occurrence
Computer and Funds Transfer Fraud		$2,500 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate. See "Exposures & Locations" section for scheduled limits. Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence for all other covered perils **Causes of Loss:** 1. Water Damage: $2,500 per occurrence 2. Wildfire: $10,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate. See "Exposures & Locations" section for scheduled limits. Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence
Business Interruption	$10,000,000 per occurrence	$1,000 per occurrence
Extra Expense	$5,000,000 per occurrence and $10,000,000 CharterSAFE Members' Combined Annual Aggregate	$1,000 per occurrence

PLEASE NOTE:

Renovation and construction projects valued over $200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over $200,000 in hard and soft costs, please contact your CharterSAFE Representative: Kobié Jacobs at kjacobs@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to $10,000,000 onto your policy. Additional member contribution would apply.

Optional Flood and/or Earthquake Coverage: If interested in obtaining a separate policy for flood and/or earthquake coverage, please contact:

Gallagher
2050 Main Street, Suite 1250
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	$50,000 per injury/accident 104 Week benefit period	$2,500 per injury/accident for *High-Risk Activities**
Volunteer Accident	$25,000 per injury/accident 104 Week benefit period	$2,500 per injury/accident for *High-Risk Activities**
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Kobié Jacobs at kjacobs@chartersafe.org		

Terms & Conditions:

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
2050 Main Street, Suite 1250
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability and First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	$1,000,000 per pollution condition or indoor environmental condition and aggregate $5,000,000 CharterSAFE Members' Combined Annual Aggregate Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$10,000 per pollution condition
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	$0
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of $20,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate See "Exposures & Locations" section for schedule limits Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	$1,000,000 per **claim** $10,000,000 CharterSAFE Members' Combined Annual Aggregate	*Varies Based on Levels Noted Below
Ransomware Sublimits (inclusive with Cyber Liability Coverages)	Qualification Level 1 $1,000,000 ransom payment sublimit* $1,000,000 ransomware limit Qualification Level 2 $500,000 ransom payment sublimit* $1,000,000 ransomware limit Qualification Level 3 $50,000 ransom payment sublimit* $750,000 ransomware limit	Level 1 $10,000 per **claim** Level 2 $25,000 per **claim** Level 3 $75,000 per **claim**
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

***Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.
Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud of offline using separate credentials.
Qualification Level 3 - Members who did not submit a cyber application, do not meet the security requirements, and/or net income of budget is less than or equal to $0.

If a Named Member is controlled or managed by a single entity, group or board of directors, or governed under the terms of a common charter or set of bylaws, or has data under its care, custody and control in a shared network environment with any other Named Member they will share a single limit.

Deadly Weapons Protection

Coverages	Limits	Deductibles
Deadly Weapons Protection	$500,000 per occurrence of a Deadly Weapon Event $2,500,000 CharterSAFE Members' Combined Annual Aggregate Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$0

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	$0
Employer's Liability	$5,000,000 per Accident $5,000,000 by Disease per Employee $5,000,000 by Disease Policy Limit	$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

CharterSAFE

BE SAFE • FEEL SAFE

WHAT STRENGTHENS ONE SCHOOL STRENGTHENS US ALL

THANK YOU
FOR BEING A
CharterSAFE MEMBER

Protecting Schools. Promoting Safety. Customizing Insurance.

Coversheet

Discuss and Vote the approval of the 2026-2027 Substitute Teacher Contract

Section: IV. School Business
Item: K. Discuss and Vote the approval of the 2026-2027 Substitute Teacher Contract
Purpose: Vote
Submitted by:
Related Material: ECR_Substitute_Contract_Board_Deck.pptx
ECR_Substitute_Contract_Board_Summary.docx

EL CAMINO REAL CHARTER HIGH SCHOOL

Board Action Item

Substitute Staffing Contract

Award to Kelly Services for the 2026 to 27 School Year

Staff Recommendation: Vote YES

Prepared by Vania Rodriguez, Director of Human Resources

Why Kelly Services

Three reasons this is the right partner for next year

Lower, Auditable Cost

Hourly billing at a fixed markup keeps a standard day competitive with the flat daily rates other vendors charge, and the rate cannot drift between invoices.

Proven in Our Classrooms

Kelly ran as a live trial across the spring 2026 semester and worked out well, so the Board is approving tested performance rather than a promise.

Technology That Helps Staff

Teachers request substitutes directly through Kelly's scheduling platform, removing a recurring manual task from the Payroll office.

3 vendors evaluated | Kelly is the only one ECR has run live

Rate Comparison

Contracted bill rates for the most common roles, SY 2026 to 27

Role	Kelly Services	Scoot Education	The Education Team
Short term substitute	**$40.60 / hr**	$298 / day	$45 / hr
Long term substitute	**$50.75 / hr**	$371 / day	*Not offered*
Teaching assistant	**$38.00 / hr**	$255 / day	$38 / hr

Kelly's hourly model lands below the flat daily rates at a typical instructional day, and the fixed markup means the price never moves between invoices.

Kelly figures are hourly. Scoot and Education Team figures reflect each vendor's published SY 2026 to 27 structure.

Technology and Payroll Relief

The platform changes who does the work of filling an absence

Today

- Absences routed through the front office and Payroll
- Staff time spent placing and tracking each request
- Slower fills when requests stack up

With Kelly

- Teachers request a substitute directly in the platform
- Payroll is relieved of manual placement and tracking
- Automated scheduling supports faster, higher fill rates

The Payroll office stops chasing coverage and teachers get a faster, simpler way to secure a sub.

Risk, Insurance, and Flexibility

Kelly carries the employer responsibility and the coverage



Strong Insurance

$15M umbrella policy plus an employee dishonesty bond, with general, professional, and liability coverage carried by Kelly.



Employer of Record

Kelly handles recruiting, screening, payroll, and workers compensation for every assigned employee.



Flexible Exit

Governed by California law with a ninety day cancellation by either party, so ECR keeps its options open.

Substitute staffing is an existing, budgeted operating expense. This award does not add a new cost line to the General Fund.

RECOMMENDED MOTION

"I move that the Board approve Kelly Services as the substitute staffing provider for the 2026 to 27 school year, and authorize the Chief Business Officer to execute the agreement and pricing exhibits on behalf of El Camino Real Charter High School."

- **Lower, auditable cost**
- **Proven in our classrooms**
- **Relief for Payroll**

El Camino Real Charter High School

Board of Directors | Action Item

Subject: Award of Substitute Staffing Contract for the 2026 to 27 School Year

Recommended Vendor: Kelly Services, Inc. (Kelly Education)

Prepared by: Fernando Delgado, Chief Business Officer

Action Requested: Motion to approve Kelly Services as the substitute staffing provider for SY 2026 to 27.

Recommendation

Staff recommends the Board vote to award the 2026 to 27 substitute teacher and classified staffing contract to Kelly Services. Kelly served ECR on a trial basis during the spring 2026 semester and performed well, providing dependable classroom coverage and a smooth experience for our teachers and front office. This action formalizes a vendor we have already tested in our own buildings rather than committing to an untested partner.

Background

ECR relies on outside staffing partners to cover certificated and classified absences. After running Kelly alongside our existing coverage this past spring, staff evaluated three vendors for next year: Kelly Services, Scoot Education, and The Education Team. The comparison looked at billing rates, the quality and reliability of coverage during the trial, and the technology each vendor uses to fill absences.

Why Kelly

Three points drive the recommendation. First, cost. Kelly bills on a transparent hourly model with a fixed markup, which keeps a standard instructional day competitive against the flat daily rates charged by the other vendors and makes every invoice easy to audit against the contracted rate. Second, the spring trial. Kelly is the one option we have run live in our own classrooms, so the Board is approving proven performance rather than a promise. Third, the technology platform. Kelly's automated scheduling and absence system lets teachers request a substitute directly, which removes a recurring manual task from the Payroll office and speeds up fill times.

Rate Comparison

The table below shows contracted bill rates for the most common roles. Kelly figures are hourly. Scoot and The Education Team figures reflect each vendor's published structure for SY 2026 to 27.

Role	Kelly	Scoot	Education Team
Short term substitute	**$40.60 / hr**	$298 / day	$45 / hr
Long term substitute	**$50.75 / hr**	$371 / day	Not offered
Teaching assistant	**$38.00 / hr**	$255 / day	$38 / hr

Note: Kelly's hourly rate converts to a lower daily cost than the competing flat daily rates at a typical instructional day, and the fixed markup means the rate cannot drift between invoices.

Fiscal Impact

Substitute staffing is an existing, budgeted operating expense. Awarding to Kelly does not add a new cost line. Because billing is hourly at a fixed markup, spend tracks directly to actual hours of coverage, which improves our ability to forecast and reconcile against the General Fund.

Risk and Compliance

Kelly carries strong insurance coverage, including a $15 million umbrella policy and an employee dishonesty bond, and assumes employer responsibility for recruiting, screening, payroll, and workers compensation for all assigned staff. The agreement is governed by California law and either party may cancel on ninety days notice, so ECR retains flexibility if needs change.

Recommended Motion

“I move that the Board of Directors approve Kelly Services, Inc. as the substitute staffing provider for the 2026 to 27 school year, and authorize the Chief Business Officer to execute the agreement and pricing exhibits on behalf of El Camino Real Charter High School.”

Coversheet

Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 Budget Approval

Section:	IV. School Business
Item:	L. Discuss and Vote to Recommend for the Full Board Approval the 2026-2027 Budget Approval
Purpose:	Vote
Submitted by:	
Related Material:	ECRCHS_FY2026-27_Executive_Summary for the Board.pdf ECRCHS_FY2026-27_Board_Budget_Packet.pptx

Executive Summary

FY 2026-27 Proposed Budget — Introduction to the Board Presentation

The FY 2026-27 proposed budget reflects El Camino Real Charter High School's enrollment-driven funding model, rising compensation and benefit costs, and continued investment in instructional materials and student support. The figures below present the recommended FY 2026-27 Budget alongside the current year's Board-approved Budget for comparison.

TOTAL REVENUE FY26-27
$47,583,564
vs. $44,629,852 25-26 Budget

TOTAL EXPENSES FY26-27
$48,942,804
vs. $46,583,385 25-26 Budget

NET OPERATIONAL INCOME
($1,359,240)
vs. ($1,953,533) 25-26 Budget

CHANGE IN NET ASSETS
$214,333
vs. ($182,415) 25-26 Budget

Key Revenue Drivers

- **LCFF State Aid** is budgeted at $17.27M, up $0.56M from the 25-26 Forecast, reflecting the 4.31% COLA applied to the 26-27 Budget (compared to 2.30% in the prior forecast).
- **Other State Revenue** increases to $4.78M (+$0.72M vs. Forecast), driven primarily by Prop 28, Learning Recovery Grant, and Student Support and Professional Development funding.
- **Other Local Revenue** rises to $4.93M (+$0.74M vs. Forecast), largely from Interagency Services Between LEAs ($3.46M budgeted, up $0.99M).

Key Expense Drivers

- **Teachers' Salaries** decrease to $13.28M (-$1.13M vs. Forecast), the largest single expense movement, reflecting enrollment-driven staffing adjustments across grades 9-12.
- **Books and Supplies and Software** increases to $5.56M (+$2.02M vs. Forecast), driven by a planned $938,000 textbook and core materials investment and $495,000 in new software licensing.
- **Benefits** rise to $9.99M (+$0.46M vs. Forecast), consistent with the 8.9% health expense COLA and 3.0% salary-driven STRS/PERS growth assumptions.
- **Classified Salaries** decrease to $4.69M (-$0.73M vs. Forecast), the largest expense reduction, reflecting reallocation across support and administrative roles.

Bottom Line: The FY 2026-27 Budget projects a Net Operational Loss of $1,359,240, an improvement of $280,988 over the 25-26 Forecast. After including non-operating interest and dividend income of $1,573,573, the budget projects an overall **increase in Net Assets of $214,333** for the fiscal year.

EL CAMINO REAL CHARTER HIGH SCHOOL

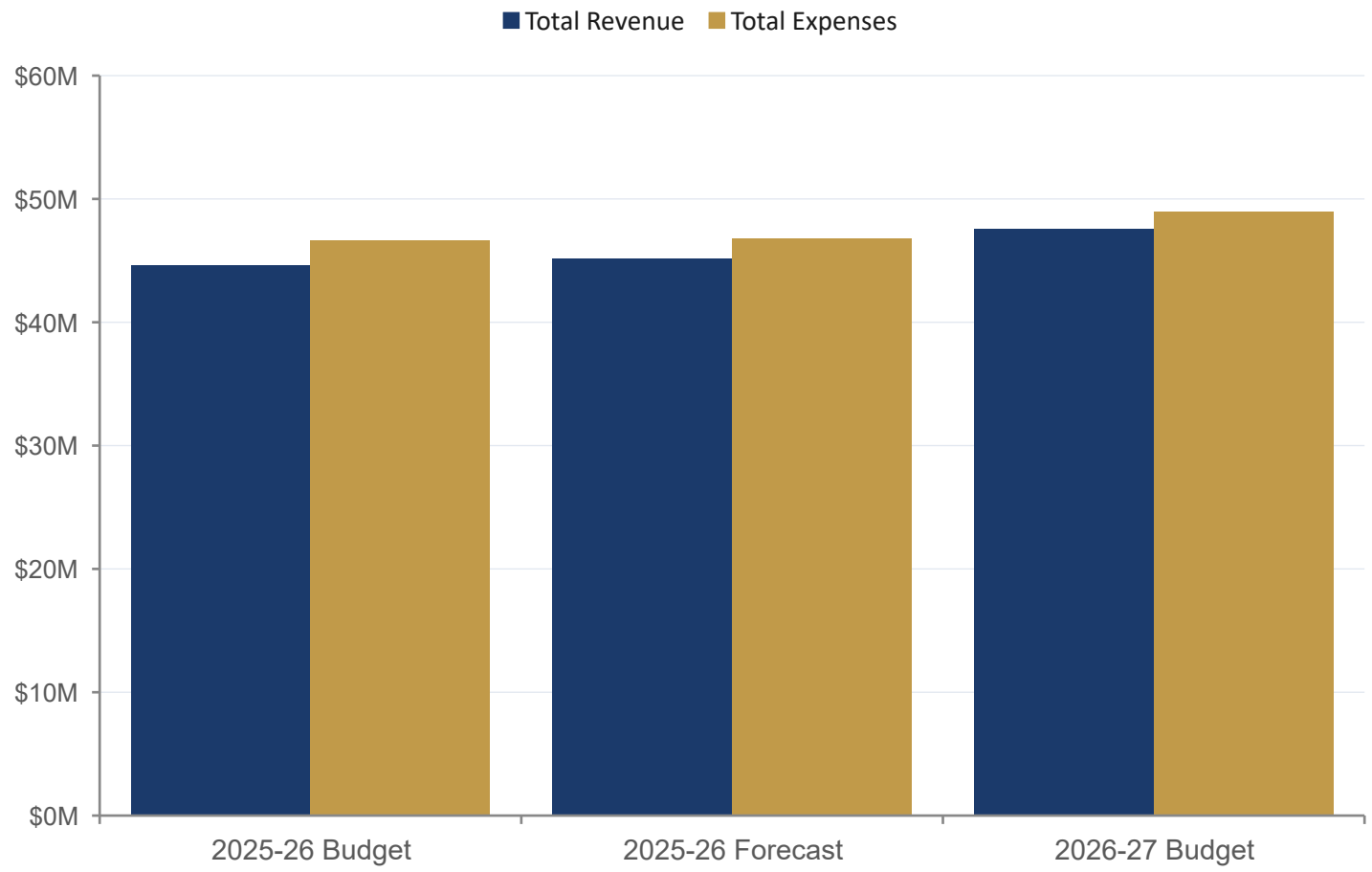
FY 2026-27 Proposed Budget

Finance Committee Meeting - June 23, 2026

Accounting and Finance Office

Revenue & Expense Trend

Three-point comparison: 25-26 Board Budget, 25-26 Forecast, and 26-27 Proposed Budget



Net Operational Income (Loss)

25-26 Budget	**(1,953,533)**
25-26 Forecast	**(1,640,228)**
26-27 Budget	**(1,359,240)**

Change in Net Assets

25-26 Budget	**(182,415)**
25-26 Forecast	**437,405**
26-27 Budget	**214,333**

8011-8096 State Aid Revenue

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
8011	LCFF State Aid	24,939,555	16,714,851	17,271,735	(7,667,820)
8012	Education Protection Account	512,457	7,091,334	7,059,769	6,547,312
8019	State Aid - Prior Year	0	89,865	-	-
8096	In Lieu of Property Taxes	9,751,482	11,014,467	11,633,253	1,881,771
	State Aid	**35,203,494**	**34,910,517**	**35,964,756**	**761,262**

8100-8299 Federal Revenue

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
8181	Special Education - Entitlement	682,267	624,993	614,040	(68,227)
8182	Special Education - Discretionary	0	0	0	0
8220	Federal Child Nutrition	419,417	669,454	669,454	250,037
8290	Title I, Part A - Basic Low Income	353,990	396,496	396,496	42,506
8291	Title II, Part A - Teacher Quality	66,382	69,039	69,039	2,657
8293	Title III - Limited English	0	26,354	26,354	26,354
8294	Title V, Part B - PCSG	0	0	0	0
8295	Charter Facility Incentive Grant	0	0	0	0
8296	Other Federal Revenue	220,071	220,071	132,248	(87,823)
8299	Prior Year Federal Revenue	0	0	0	0
	Federal Revenue	**1,742,127**	**2,006,407**	**1,907,630**	**165,503**

8300-8599 State Revenue

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
8311	State Special Education	0	0	0	0
8520	Child Nutrition	1,106,138	1,161,265	1,161,265	55,127
8545	School Facilities (SB740)	0	0	0	0
8550	Mandated Cost	193,742	156,390	156,880	(36,862)
8560	State Lottery	679,866	692,870	692,870	13,004
8598	Prior Year Revenue	0	0	0	0
8599	Other State Revenue	1,230,731	2,045,705	2,765,705	1,534,974
	Other State Revenue	**3,210,477**	**4,056,230**	**4,776,721**	**1,566,244**

8600-8699 Other Local Revenue

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
8634	Food Service Sales	18,000	18,000	18,000	0
8650	Lease and Rental Income	65,000	65,000	1,978	(63,022)
8677	Interagency Services Between LEAs	2,404,754	2,476,776	3,462,177	1,057,423
8689	Other Fees and Contracts	1,125,000	950,000	1,000,000	(125,000)
8690	Other Local Revenue	861,000	302,159	300,000	(561,000)
8698	ASB Fundraising	0	327,282	100,000	100,000
8699	School Fundraising	0	50,252	50,252	50,252
8980	Contributions, Unrestricted	0	2,050	2,050	2,050
8990	Contributions, Restricted	0	0	0	0
	Other Local Revenue	**4,473,754**	**4,191,519**	**4,934,457**	**460,703**
	Total Revenue	**44,629,852**	**45,164,673**	**47,583,564**	**2,953,712**

Expense Detail

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
1100	Teachers' Salaries	15,302,621	14,413,672	13,283,042	(2,019,579)
1170	Teachers' Substitute Hours	0	18,537	18,908	18,908
1175	Teachers' Extra Duty/Stipends	0	0	874,562	874,562
1200	Pupil Support Salaries	2,258,383	1,994,094	2,019,299	(239,084)
1300	Administrators' Salaries	1,031,789	1,272,054	1,187,103	155,314
1900	Other Certificated Salaries	0	0	0	0
	Certificated Salaries	**18,592,793**	**17,698,357**	**17,382,914**	**(1,209,879)**

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
2100	Instructional Salaries	865,249	1,219,830	1,210,272	345,023
2200	Support Salaries	2,010,757	1,912,861	1,695,658	(315,099)
2300	Classified Administrators' Salaries	828,052	927,459	775,833	(52,219)
2400	Clerical and Office Staff Salaries	1,174,243	1,163,609	962,358	(211,885)
2900	Other Classified Salaries	362,000	192,187	46,800	(315,200)
	Classified Salaries	**5,240,301**	**5,415,946**	**4,690,920**	**(549,381)**

Expense Detail (continued)

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
3101	STRS	3,451,223	3,258,611	3,320,137	(131,086)
3202	PERS	1,124,192	1,207,952	1,238,403	114,211
3301	OASDI	670,478	625,799	290,837	(379,641)
3311	Medicare	0	0	320,071	320,071
3401	Health and Welfare	4,089,555	4,221,908	4,559,661	470,106
3501	State Unemployment	11,916	5,443	11,037	(879)
3601	Workers' Compensation	205,335	194,345	234,845	29,510
3700	Retiree Benefits	0	0	0	0
3901	Other Benefits	8,000	15,335	15,795	7,795
	Benefits	**9,560,699**	**9,529,393**	**9,990,785**	**430,086**

Expense Detail (continued)

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
4100	Textbooks and Core Materials	167,333	167,333	938,000	770,667
4200	Books and Reference Materials	15,429	36,158	37,243	21,814
4302	School Supplies	481,682	329,919	502,757	21,075
4305	Software	0	0	495,000	495,000
4309	Custodial Supplies	0	0	0	0
4310	Office Expense	135,996	117,588	150,000	14,004
4311	Business Meals	0	0	0	0
4312	School Fundraising Expense	0	0	0	0
4345	Non Instructional Supplies	700,521	1,173,019	1,208,210	507,689
4350	ASB Expense	60,000	0	0	(60,000)
4400	Noncapitalized Equipment	366,300	366,300	504,000	137,700
4700	Food Services	666,819	1,353,615	1,728,256	1,061,437
	Books and Supplies	**2,594,080**	**3,543,932**	**5,563,465**	**2,969,385**

Expense Detail (continued)

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
5101	Nursing	0	661	681	681
5102	Special Education	0	0	0	0
5103	Substitute Teacher	1,060,000	1,325,971	1,323,750	263,750
5104	Transportation	332,500	0	163,150	(169,350)
5105	Security	620,978	950,853	854,379	233,401
5106	Other Educational Consultants	1,508,584	1,991,871	2,051,627	543,043
	Subagreement Services	**3,522,062**	**4,269,356**	**4,393,587**	**871,525**

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
5601	Rent	580,000	580,000	597,400	17,400
5602	Additional Rent	37,647	21,835	22,490	(15,157)
5603	Equipment Leases	0	0	0	0
5604	Other Leases	0	45,359	46,720	46,720
5605	Real/Personal Property Taxes	0	0	0	0
5610	Repairs and Maintenance	514	418	431	(83)
	Facilities, Repairs and Other Leases	**618,161**	**647,612**	**667,040**	**48,879**

Expense Detail (continued)

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
5201	Auto and Travel	0	112,898	116,285	116,285
5300	Dues & Memberships	585,754	561,852	100,000	(485,754)
5400	Insurance	459,736	442,675	534,706	74,970
5501	Utilities	1,197,947	923,400	951,102	(246,845)
5502	Janitorial Services	0	0	0	0
5516	Miscellaneous Expense	0	0	0	0
5531	ASB Fundraising Expense	0	0	0	0
5900	Communications	113,654	58,260	60,008	(53,646)
5901	Postage and Shipping	0	0	0	0
	Operations and Housekeeping	**2,357,091**	**2,099,085**	**1,762,101**	**(594,990)**

Expense Detail (continued)

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
5801	IT	0	0	209,000	209,000
5802	Audit & Taxes	0	0	0	0
5803	Legal	450,000	266,988	300,000	(150,000)
5804	Professional Development	108,003	6,985	160,371	52,368
5841	Professional Development	-	3,657	3,767	-
5805	General Consulting	949,592	375,599	386,867	(562,725)
5806	Special Activities/Field Trips	382,715	595,611	613,479	230,764
5807	Bank Charges	40,197	148,319	152,769	112,572
5808	Printing	0	14,074	14,496	14,496
5809	Other taxes and fees	-	16,219	16,706	-
5810	Payroll Service Fee	133,718	99,270	102,248	(31,470)
5899	Miscellaneous Fees	49,887	0	0	(49,887)
5812	District Oversight Fee	0	0	0	0
5825	ASB Consultants	-	2,250	2,318	-
5813	County Fees	0	0	0	0
5814	SPED Encroachment	644,051	702,900	723,987	79,936
5840	Onboarding Fees	-	2,400	2,472	-
5815	Public Relations/Recruitment	88,000	109,008	112,278	24,278
	Professional/Consulting Services	**2,846,163**	**2,343,280**	**2,800,757**	**(45,406)**

Expense Detail (continued)

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
6200	Capital Outlay	-	5,905	-	-
6900	Depreciation Expense	900,000	900,000	1,339,200	439,200
	Depreciation	**900,000**	**905,905**	**1,339,200**	**439,200**

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
7299	Transfers Out	352,035	352,035	352,035	0
7438	Interest Expense	0	0	0	0
	Interest	**352,035**	**352,035**	**352,035**	**0**
	Total Expenses	**46,583,385**	**46,804,901**	**48,942,804**	**2,359,419**
	Net Operational Income (Loss)	**(1,953,533)**	**(1,640,228)**	**(1,359,240)**	**594,293**

Other Changes in Net Assets

Code	Line Item	2025-26 Budget	2025-26 Forecast	2026-27 Budget	Budget Change
8660	Interest Revenue	1,771,118	1,069,513	1,069,513	(701,605)
8661	Dividend Revenue	0	1,008,120	504,060	504,060
	Total Interest and Dividend Income	**1,771,118**	**2,077,633**	**1,573,573**	**(197,545)**
	Change in Net Assets	**(182,415)**	**437,405**	**214,333**	**396,748**

Board Action Requested

The Accounting and Finance Office respectfully requests that the Board of Trustees review, discuss, and approve the FY 2026-27 Proposed Budget as presented, including the revenue and expense detail outlined in this presentation.

TOTAL REVENUE	TOTAL EXPENSES	NET OPERATIONAL INCOME	CHANGE IN NET ASSETS
$47,583,564	**$48,942,804**	**($1,359,240)**	**$214,333**

Thank you for your continued partnership and support of El Camino Real Charter High School's students, staff, and families.

Accounting and Finance Office