AIMS K-12 College Prep Charter District

Finance Committee Meeting

Date and Time

Thursday September 11, 2025 at 5:30 PM PDT

Location

171 12th Street, Oakland, CA 94607

Members of the public, staff, and faculty may join virtually at:

Join Zoom Meeting
https://us02web.zoom.us/j/6614266860?pwd=czIxWTUwZlZ5Zm41QkhsVXFMTDI3dz09
Meeting ID: 661 426 6860
Passcode: Pu2kiv

One tap mobile
+12532050468,,6614266860#,,,,*071330# US
+12532158782,,6614266860#,,,,*071330# US (Tacoma)

Meeting ID: 661 426 6860
Passcode: 071330
Find your local number: https://us02web.zoom.us/u/kb9RJj161W

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment i n, its programs or activities. Ahsjanae Hutchings has been designated to receive requests for disability-related m odifications or accommodations in order to enable individuals with disabilities to participate in open and public m

eetings at AIMS. Please notify Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disabil ity accommodations being needed in order to participate in the meeting.

Click To Submit Public Comment

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Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:30 PM**
	A. Record Attendance		Ahsjanae Hutchings	1 m
	B. Call the Meeting to Order		Jaime Colly	
II.	**Public Comment**			**5:31 PM**
	A. Public Comment on Agenda Items	Discuss	Ahsjanae Hutchings	4 m
	B. Public Comment On Non-Agenda Items	Discuss	Ahsjanae Hutchings	4 m
III.	**Approve Minutes**			**5:39 PM**
	A. Finance Committee Meeting: 8/26/25	Approve Minutes	Jaime Colly	2 m
IV.	**Non-Action Items**			
V.	**Action Items**			**5:41 PM**
	A. ASES Plan and Budget	Vote	Jimmie Brown	5 m
	B. Insurance Coverage Executive Summary Renewal	Vote	Tiffany Tung	5 m

		Purpose	Presenter	Time
C.	Inclusive NeuroPsych Services	Vote	Deborah Woods	5 m
D.	Board on Track Renewal	Vote	Ahsjanae Hutchings	5 m
E.	AIMS Bank Account Signatories	Vote	Christina Jordan	3 m
F.	Budget Revision	Vote	Marco Menendez	25 m

VI. Closed Session — 6:29 PM

A.	Public Comment on Closed Session Items	Discuss	Jaime Colly	5 m

Public comment on closed session items is set aside for members of the public to address items on the Board's agenda for closed session. The Board of Directors will not respond to or take action in response to public comment, except that the Board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

B.	Recess to Closed Session	Discuss	Jaime Colly	5 m

Pursuant to the Brown Act (Government Code Section 54957.6), the following items will be discussed in closed session:

1.Conference with Legal Counsel- Anticipated Litigation (Gov. Code Section 54956.9)
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 Matters

2. Public Employment
Gov. Code section 54957 - Title: Interim Executive Director

VII. Closing Items — 6:39 PM

A.	Adjourn Meeting	FYI	Chris Edington
B.	NOTICES	FYI	Ahsjanae Hutchings

The next regular Finance meeting of the Board of Directors is scheduled to be held on Tuesday October 2nd, 2025, at 5:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or

Purpose Presenter Time

employment in, its programs or activities. Ahsjanae Hutchings has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Ahsjanae Hutchings at (510) 504-6898 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Ahsjanae Hutchings, hereby certify that I posted this agenda on the AIMS website at www.aimsk12.org, on or before September 8th 2025 on or before 5:30 PM.
Certification of Posting

Coversheet

Finance Committee Meeting: 8/26/25

Section: III. Approve Minutes
Item: A. Finance Committee Meeting: 8/26/25
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Committee Meeting on August 26, 2025

APPROVED

AIMS K-12 College Prep Charter District

Minutes

Finance Committee Meeting

Date and Time
Tuesday August 26, 2025 at 5:30 PM

Location
171 12th Street, Oakland, CA 94607

Members of the public, staff, and faculty may join virtually at:

Join Zoom Meeting
https://us02web.zoom.us/j/6614266860?pwd=czIxWTUwZlZ5Zm41QkhsVXFMTDI3dz09
Meeting ID: 661 426 6860
Passcode: Pu2kiv

One tap mobile
+12532050468,,6614266860#,,,,*071330# US
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Meeting ID: 661 426 6860
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Find your local number: https://us02web.zoom.us/u/kb9RJj161W

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Click To Submit Public Comment

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Committee Members Present
K. Kean, M. Menendez

Committee Members Absent
C. Edington, K. Ballentine

Guests Present
A. Hutchings

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Kean called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Tuesday Aug 26, 2025 at 5:33 PM.

II. Action Items

A. WestED Contract

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

B. Destiny Art Center

K. Kean made a motion to Approve.

M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

C. Tool Box Project

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
Recommended by our new head of school Johnathan Winn
The committee **VOTED** to approve the motion.

D. Removal/Disposal of Surplus/Obsolete/Unusable Property

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
With exception of keeping record of assets(itemized)
The committee **VOTED** to approve the motion.

E. Board on Track Renewal

K. Kean made a motion to Table.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

F. CA Dashboard MOU

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

G. GO Math

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

H. Uniforms

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

I. Elevate

K. Kean made a motion to Table the item.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

J. BACSAC

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

K. Cengage ELD

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

L. NuGerm

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

M. Playground Construction

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

N. Rush order Tees

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

O. Ascend Rehab Services

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

P. Empowered Psychological Services

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

Q. AB LMFT Supervisor Contract 2025-26

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

R. Every Special Child MOU

K. Kean made a motion to Approve.

M. Menendez seconded the motion.
at 75,000 for part-time contract
The committee **VOTED** to approve the motion.

S. Seneca Master Contract

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

T. ATX Learning

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

U. ELOP Plan and Budget

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

V. Website Rebuild New Vendor Agreement

K. Kean made a motion to Approve.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

W. AIMS Salary Schedule

K. Kean made a motion to Tabled.
M. Menendez seconded the motion.
The committee **VOTED** to approve the motion.

X. Unaudited Actuals

Y. Budget Revisions

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:44 PM.

Respectfully Submitted,
K. Kean

B.

NOTICES

Coversheet

ASES Plan and Budget

Section: V. Action Items
Item: A. ASES Plan and Budget
Purpose: Vote
Submitted by:
Related Material: ASES Budget and ASES Plan 25-26.pdf

AIMS K-12 College Prep Charter District
Board Submission Cover Letter

Submitter Information

Full Name: Nathan Bernhard-Beckman
Position/Title: ELOP Coordinator
Department: MTSS

Item Details

Title of Item: ASES Budget & ASES Plan
Is this item a: ☑ New Submission
☐ Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed and
☐ Superintendent
☑ Chief Business Officer (CBO) (If budget changes)
☑ Director of Compliance (If plan changes)
☐ Neither

Committee Review

Has this item been through the appropriate committee review process?
☐ Yes ☑ No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:

New submission

Deadline Information

Is there a submission deadline for this item?
☑ Yes ☐ No
If yes: Please indicate the deadline date (MM/DD/YYYY): 09/07/2025

Financial Information (if applicable):

Total Cost: $ 400,326
Is this expenditure included in the annual budget?
☐ Yes ☐ No
Please specify in which plan this expense is indicated:
☐ SPSA ☐ LCAP ☐ Other: ASES

AFTER SCHOOL EDUCATION AND SAFETY PROGRAM PLAN GUIDE

Prepared by:
Expanded Learning Division

California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923

This Program Plan Guide is required by California *Education Code* (*EC*) 8482.3(g)(1). It must be completed in its entirety and submitted as part of the After School Education and Safety (ASES) Grant Renewal application process.

After School Program Plan Guide

Include the following information along with your ASES Program Plan:

1. Grant Identification Number
    a. AIPCS: 01-23939-C106-EZ
    b. AIPCS II: 01-23939-C882-EZ
2. Alameda County
3. Authorized Signatory (Fiscally responsible for the program)
    a. Nathan Bernhard-Beckman
    b. ELOP Coordinator
    c. 949 630 6394 nathan.bernhard-beckman@aimsk12.org

Name(s) of After School Program Site(s)

Instructions: Use the following worksheet example to list the site name and the projected daily attendance for the expanded learning program.

Site Name	Project Daily Attendance
1. AIPCS	#100
2. AIPCS II	# 350
3.	#
4.	#
5.	#
6.	#
7.	#
8.	#

Instructions: Use the following worksheet example to indicate the target population for each program. (For example: Homeless, Foster Care, English Language Learner, etc.)

Target Population	Percentage of School Population
☐ **AIPCS**	%100
☐ **AIPCS II**	%100
☐	%
☐	%
☐	%
☐	%

(These may be listed on an additional page.)

After School Education and Safety Program Plan Guide

Purpose

The purpose of the program plan is to create an operational design of an after school program within the framework of the requirements defined in *EC* sections 8482 et seq., and to describe program activities which support students' development of Social and Emotional Learning (SEL) skills. The SEL is about helping students develop a range of skills they need for school and life. Social-Emotional skills include the ability to:

- Set and achieve positive goals;
- Feel and show empathy for others;
- Establish and maintain positive relationships;
- Make responsible decisions; and
- Understand and manage emotions.

All of these skills are necessary—both for educators and students—to function well in the classroom, in the community, and in college and careers.

Instructions

The program plan is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community and to provide continuous improvement in the development of an effective after school program.

The after school grantee is responsible for creating, reviewing, and updating the program plan every three years (*EC* Section 8482.3[g][1]). The grantee must work collaboratively with after school partners and staff to develop and review the program plan. If the grantee subcontracts with an outside provider to operate the after school program, the grantee is ultimately responsible for the plan. The grantee should include the subcontractor in the development and review of the plan and provide a copy of the document to the subcontractor. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards and introduced requirements for Continuous Quality Improvement (CQI) to help programs to engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard section. The grantee may customize and include additional prompts, such as describing SEL activities, to refine your plan. In addition to the narrative response, it may be useful to include tables, charts or other visual representations that contribute to the understanding of the before and after school program.

After School Education and Safety Program Plan Guide

1—Safe and Supportive Environment

- AIMS operates ASES on campus in a safe, supportive setting aligned to school-day procedures. Daily attendance is recorded at check-in and verified at check-out. A written early-release/late-arrival procedure is maintained on file. If temporary off-site space is used, district protocols for supervised travel and reunification are followed.

2—Active and Engaged Learning

ASES provides the two required elements:

- **Educational/Literacy:** homework support and tutoring aligned to the instructional day.
- **Educational Enrichment:** age-appropriate, hands-on clubs/projects (e.g., arts, maker/STEM, recreation/fitness, prevention).

3—Skill Building

- Through homework support and enrichment, students practice collaboration, communication, problem-solving, and confidence. Staff adjust supports based on simple checks and coordination with teachers.

4—Youth Voice and Leadership

- Student voice is supported through student-led discussions and collaboration between students and staff during clubs and projects, with emphasis on teamwork, SEL practices, public speaking in low-stakes settings, and cross-age peer mentoring.

5—Healthy Choices and Behaviors

- Students have regular opportunities for movement and recreation as part of enrichment. Snacks are provided by Nutrition Services or approved vendors and meet applicable standards.

After School Education and Safety Program Plan Guide

6—Diversity, Equity & Access

- AIMS ASES is open to all students at participating sites, subject to capacity. Activities celebrate student cultures and identities and are accessible to all students. Supports include collaboration with classroom teachers, differentiation, and multiple modalities (visual, auditory, kinesthetic, and tech-assisted), with ADA access and translation provided as needed.

7—Quality Staff

- Staff who directly supervise students meet district minimum qualifications, and required clearances are completed in accordance with district policy. The site supervisor is approved by the school site administrator. Onboarding is provided at the start of service, with ongoing support as needed.

8—Clear Vision, Mission & Purpose

- AIMS provides a safe, supportive after-school environment that extends learning, supports wellness, and builds student strengths. Planning reflects local needs and feedback with practical goals such as consistent homework support, opportunities for collaboration and public speaking, and family engagement.

9—Collaborative Partnerships

- AIMS currently operates ASES without formal external partners. AIMS may establish time-limited collaborations that align with program goals. If collaborations are established, simple agreements will define roles and contributions.

10—Continuous Quality Improvement

- Program quality is reviewed periodically with input from students, families, staff, and teachers. Findings may inform adjustments to schedules, staffing, professional learning, and offerings.

11—Program Management

- Operations and hours: ASES runs each regular school day, to at least 6:00 p.m., totaling at least 15 hours per week.
- Enrollment approach: Open to all students, subject to capacity.

After School Education and Safety Program Plan Guide

- Policies and records: Attendance (sign-in/out), early-release/late-arrival procedures, required reporting, fiscal tracking, and documentation of the required local match are maintained.
- Supplies and materials: ASES funds may be used to purchase allowable program supplies under district procurement; records are retained.
- Nutrition and facilities: Snacks are provided through approved vendors; school facilities are used and maintained in safe, clean condition.

12—Sustainability

AIMS sustains ASES with state grant funds and a documented local match (cash or in-kind). Operations/Finance maintains fiscal and match records. The Program Director oversees compliance. Practices are reviewed periodically and updated as needed.

ASES Weekday Schedules
Note: The daily schedule may be adjusted based on CQI findings and site needs.

Grades K–2
Mon–Thu (dismissal 2:45)

- 2:45–3:30 Check-in and Homework Support
- 3:30–3:50 Snack and Common-Area Clean-Up
- 3:50–6:00 Enrichment / Clubs / Tutoring

Fri (dismissal 12:45)

- 12:45–1:30 Check-in and Homework Support
- 1:30–1:50 Snack and Common-Area Clean-Up
- 1:50–6:00 Enrichment / Clubs / Tutoring

Grades 3–5
Mon–Thu (dismissal 3:00)

- 3:00–3:45 Check-in and Homework Support
- 3:45–4:05 Snack and Common-Area Clean-Up

After School Education and Safety Program Plan Guide

- 4:05–6:00 Enrichment / Clubs / Tutoring

Fri (dismissal 1:00)

- 1:00–1:45 Check-in and Homework Support
- 1:45–2:05 Snack and Common-Area Clean-Up
- 2:05–6:00 Enrichment / Clubs / Tutoring

Grades 6–8
Mon–Thu (dismissal 2:30)

- 2:30–3:15 Check-in and Homework Support
- 3:15–3:35 Snack and Common-Area Clean-Up
- 3:35–6:00 Enrichment / Clubs / Tutoring

Fri (dismissal 12:30)

- 12:30–1:15 Check-in and Homework Support
- 1:15–1:35 Snack and Common-Area Clean-Up
- 1:35–6:00 Enrichment / Clubs / Tutoring

ASES
Budget Summary
FY25-26



	SACS Object Code	Code Description	Middle	AIPCS II
Revenue				
		State	200,163	200,163
		Federal	-	-
		Local	-	-
	Total Revenue		**$ 200,163**	**$ 200,163**
Expenses				
	1000	Certificated Salaries	-	-
	2000	Classified Salaries	158,760	158,400
	3000	Benefits	15,320	15,286
	4000	Books and Supplies	6,500	6,500
	5000	Services and Other Operating Expenses	19,583	19,977
	6000	Capital Outlay		
	7000	Other Outgoing	-	-
	Total Expenses		**$ 200,163**	**$ 200,163**

ASES

Revenue

ALL SCHOOLS ASES BUDGET

		2025-2026		
SACS		**20**	**30**	**40**
State				
8011	LCFF for all grades; state aid portion	-	-	-
8012	LCFF for all grades; EPA portion	-	-	-
8096	In-Lieu of Property Taxes, all grades	-	-	-
8019	Prior Year Income / Adjustments			
8520	State Food Revenue	-	-	-
8560	Unrestricted Lottery	-	-	-
8560	Restricted Lottery	-	-	-
8550	Mandate Block Grant	-	-	-
8550	One Time Block Grant	-	-	-
8590	ASES After School	200,163	200,163	-
8590	GF COVID			
8590	ELOP			
8590	ELOP Carryover			
8677	State Mental Health			
8594	Prop 39 - Clean Energy	-	-	-
8791	State Special Education	-	-	-
State Revenue		**$ 200,163**	**$ 200,163**	**$ -**
Federal				
8181	Special Education, federal	-	-	-
8182	Special Education, Mental Health	-	-	-
8290	All Other Federal Revenue, inc Facilities Incer	-	-	-
8291	Title I	-	-	-
8292	Title II	-	-	-
8293	Title III	-	-	-
8294	Title IV	-	-	-
8299	Prior Year Federal Revenue			
Federal Revenue		**$ -**	**$ -**	**-**
Local				
8660	Interest	-	-	-
8782	All Other Transfers from County Offices			
8784	All Other Transfers from Other Locations			
8785	CMO Management fee			
8791	State Special Education	-	-	-
8639	Student Lunch Revenue	-	-	-
8982	Foundation Grants	-	-	-
8699	All Other Local Revenue/Measure G1	-	-	-
8984	Student Body (ASB) Fundraising Revenue			
8985	School Site Fundraising	-	-	-
8986	Uniforms	-		
8989	CSC Sale of Future Revenue			
8999	Revenue Suspense			
Local Revenue		**$ -**	**$ -**	**$ -**
Total Revenue		**$ 200,163**	**$ 200,163**	**$ -**

ASES 25-26

Expenses Summary

020-AIMS MIDDLE SCHOOL

	TOTALS	ASES ASES
ALLOCATION	200,163	200,163
PERSONNEL	174,080	$ 174,080.34
PROGRAM	26,083	$ 26,082.66
CAPITAL/DEBT		
TOTAL EXPENSES	200,163	$ 200,163.00
BALANCE AVAIL	$ -	$ -

SACS C	Code Description	TOTALS	6010 ASES
Certificated Salaries			
1100	Teachers' Salaries	-	-
1105	Teachers' Bonuses	-	-
1106+	Teacher Stipend	-	-
1120	Substitute Expense	-	-
1200	Certificated Pupil Support Salaries	-	-
1300	Certificated Supervisor and Administrator Salaries	-	-
1305	Certificated Supervisor and Administrator Bonuses	-	-
1900	Other Certificated Salaries	-	-
1910	Other Certificated Overtime	-	-
1000	**Subtotal**	$ -	-
2100	Instructional Aide Salaries	146,760	146,760
2110	Instructional Aide Bonuses	-	-
2200	Classified Support Salaries	-	-
2210	Classified Support Overtime	-	-
2300	Classified Supervisor and Administrator Salaries	12,000	12,000
2400	Clerical, Technical, and Office Staff Salaries	-	-
2410	Clerical, Technical, and Office Staff Overtime	-	-
2900	Other Classified Salaries	-	-
	Other Stipends	-	-
2910	Other Classified Overtime	-	-
2000	**Subtotal**	**158,760**	**158,760**
Employee Benefits			
3101	State Teachers' Retirement System, certificated positior	-	-
3202	Public Employees' Retirement System, classified positi	-	-
3313	OASDI	9,843	9,843
3323	Medicare	2,302	2,302
3403	Health & Welfare Benefits	-	-
3503	State Unemployment Insurance	1,588	1,588

030-AIPCS II K-8

	TOTALS	ASES ASES
ALLOCATION	200,163	$ 200,163.00
PERSONNEL	173,686	$ 173,685.60
PROGRAM	26,477	$ 26,477.40
CAPITAL/DEBT	-	$ -
TOTAL EXPENSES	200,163	$ 200,163.00
BALANCE AVAIL	$ -	$ -

SACS OBJ Code	Certificated Salaries	TOTALS	6010 ASES
1100	Teachers' Salaries	-	-
1105	Teachers' Bonuses	-	-
1106	Teacher Stipends		-
1120	Substitute Expense	-	-
1200	Certificated Pupil Support Salaries	-	-
1300	Certificated Supervisor and Administrator S	-	-
1305	Certificated Supervisor and Administrator B	-	-
1900	Other Certificated Salaries	-	-
1910	Other Certificated Overtime	-	-
1000	**Subtotal**	$ -	-
	Classified Salaries		
2100	Instructional Aide Salaries	158,400	158,400
2110	Instructional Aide Bonuses	-	-
2200	Classified Support Salaries	-	-
2210	Classified Support Overtime	-	-
2300	Classified Supervisor and Administrator Sal	-	-
2400	Clerical, Technical, and Office Staff Salaries	-	-
2410	Clerical, Technical, and Office Staff Overtin	-	-
2900	Other Classified Salaries	-	-
	Other Stipends	-	-
2910	Other Classified Overtime	-	-
2000	**Subtotal**	**158,400**	**158,400**
3101	State Teachers' Retirement System, certifica	-	-
3202	Public Employees' Retirement System, class	-	-
3313	OASDI	9,821	9,821
3323	Medicare	2,297	2,297
3403	Health & Welfare Benefits	-	-
3503	State Unemployment Insurance	1,584	1,584

3603	Worker Compensation Insurance	1,588	1,588	3603	Worker Compensation Insurance	1,584	1,584
3703	Other Post Employement Benefits	-	-	3703	Other Post Employement Benefits	-	-
3903	Other Benefits	-	-	3903	Other Benefits	-	-
3000	**Subtotal**	**$ 15,320**	**15,320**	**3000**	**Subtotal**	**$ 15,286**	**15,286**
Total Personnel Expenses		**$ 174,080**	**174,080**	**Total Personnel Expenses**		**$ 173,686**	**173,686**
Books and Supplies			**6010**	**Books and Supplies**			**6010**
4100	Approved Textbooks and Core Curricula Materials	-		4100	Approved Textbooks and Core Curricula Ma	-	
4200	Books and Other Reference Materials	-		4200	Books and Other Reference Materials	-	
4300	Materials and Supplies	-		4300	Materials and Supplies	-	$ -
4315	Classroom Materials and Supplies	-		4315	Classroom Materials and Supplies	-	
4316	Student/Pupil Testing	-		4316	Student/Pupil Testing	-	
4317	Student Incentives	-		4317	Student Incentives	-	
4318	Afterschool Materials and Supplies	-		4318	Afterschool Materials and Supplies	-	
4342	Materials for School Sponsored Athletics	4,500	$ 4,500.0	4342	Materials for School Sponsored Athletics	4,500	$ 4,500.00
4381	Materials for Plant Maintenance	-		4381	Materials for Plant Maintenance	-	
4400	Noncapitalized Equipment	-		4400	Noncapitalized Equipment	-	
4410	Software & Software Licensing	-		4410	Software & Software Licensing	-	
4430	General Student Equipment -	-		4430	General Student Equipment -	-	
4700	Food and Food Supplies	2,000	$ 2,000.0	4700	Food and Food Supplies	2,000	$ 2,000.00
4000	**Subtotal**	**6,500**	**6,500**	**4000**	**Subtotal**	**6,500**	**6,500**
Services and Other Operating Expenses				**Services and Other Operating Expenses**			
5200	Travel and Conferences	-		5200	Travel and Conferences	-	
5210	Training and Development Expense	-		5210	Training and Development Expense	-	
5300	Dues and Memberships	-		5300	Dues and Memberships	-	
5400	Insurance	-		5400	Insurance	-	
5500	Operation and Housekeeping Services/Supplies	-		5500	Operation and Housekeeping Services/Supp	-	
5501	Utilities	-		5501	Utilities	-	
5502	Janitorial Services	-		5502	Janitorial Services	-	
5503	Security/Locks/Keys	-		5503	Security/Locks/Keys	-	
5504	Pest Control Services	-		5504	Pest Control Services	-	
5505	Student Transportation / Field Trips	-		5505	Student Transportation / Field Trips	-	
5600	Space Rental/Leases Expense	8,800	$ 8,800.00	5600	Space Rental/Leases Expense	8,800	$ 8,800.00
5601	Building Maintenance	-		5601	Building Maintenance	-	
5602	Other Space Rental	-		5602	Other Space Rental	-	
5605	Equipment Rental/Lease Expense	-		5605	Equipment Rental/Lease Expense	-	
5610	Equipment Repair	-		5610	Equipment Repair	-	
5615	Technology Services	-		5615	Technology Services	-	
5800	Professional/Consulting Services and Operating Expen	8,783	$ 8,783	5800	Professional/Consulting Services and Opera	9,177	$ 9,177.40
				5800	NPS Services Consulting		$ -
5800	Sp Education (el Dorado) Consultaning Services	-		5800	Sp Education (el Dorado) Consultaning Serv	-	
5803	Banking and Payroll Service Fees	-		5803	Banking and Payroll Service Fees	-	
5805	Legal Services	-		5805	Legal Services	-	
5806	Audit Services	-		5806	Audit Services	-	

5810	Educational Consultants	-		5810	Educational Consultants	-	
5811	Student Transportation/Field Trips	2,000	$ 2,000.00	5811	Student Transportation/Field Trips	2,000	$ 2,000.00
5812	Non employee Substitutes	-	$ -	5812	Non employee Substitutes	-	$ -
5815	Advertising / Recruiting	-		5815	Advertising / Recruiting	-	
5820	Fundraising Expense	-		5820	Fundraising Expense	-	
5830	Field Trips	-		5830	Field Trips		
5822	Staff Appreciation - Non Public Funds	-		5822	Staff Appreciation - Non Public Funds	-	
5850	Scholarships	-		5850	Scholarships	-	
5873	Financial Services	-		5873	Financial Services	-	
5877	IT Services	-		5877	IT Services	-	
5890	Interest/Fees	-		5890	Interest/Fees	-	
5875	District Oversight Fee	-		5875	District Oversight Fee	-	
5899	CMO Management Fee	-		5899	CMO Management Fee	-	
5900	Communications	-		5900	Communications	-	
5910	Postage	-		5910	Postage	-	
5901	Marketing	-	$ -	5901	Marketing	-	$ -
5000	**Subtotal**	**$ 19,583**	**$ 19,582.66**	**5000**	**Subtotal**	**$ 19,977**	**$ 19,977.40**
Capital Outlay				**Capital Outlay**			
6900	Depreciation Expense			6900	Depreciation Expense		
6000	**Subtotal**		**-**	**6000**	**Subtotal**		
Other Outgoing				**Other Outgoing**			
7000	Miscellaneous Expense	-		7000	Miscellaneous Expense	-	
7141	Special Education Encroachment	-		7141	Special Education Encroachment	-	
7438	Debt Service - Interest	-		7438	Debt Service - Interest	-	
7500	Misc.	-		7500	Misc.	-	
7000	**Subtotal**	**$ -**	**-**	**7000**	**Subtotal**	**$ -**	
Total Non-Personnel Expenses		**$ 26,083**				**$ 26,477**	
Total Expenses		**$ 200,163**				**$ 200,163**	**$ 173,686**

Avg IA 49

Employee Inputs 2105 #REF! #REF! 1.5% = Salary increase 827.136 55

	HRS / PPP
Invervention Tutor	40
Saturday Instructor	8
Helper	40
Internal EEs Intervention Tu	20
Non-exempt employee rate	$ 43.33

Nathan Serrano-Escoman 1:47 PM
12,000 for Director of Sports stipend
Coaches 3,000 stipend (5 total coaches)
Uniforms 4,000

Do they have another AIMS meeting? Yes or No

5% 19.10% 27.70% 6.20% 1.45% #REF! 10811 0.01 1.0% -
= H&W rate increa = STRS employer = PERS employe = OASDI employe = Medicare em = Default monthly employer h = State Unemple = Workers' Comp employer rate = possible formula for STD, GTL, LTD, AD&D

CSMC

UPC	OBJ	Loc	Resou	Progm	Full Name	Title	Department	FTE	Salary Rate	Total Salary	EE or PT	Annual Hours	RATE	Annual Gross Pay	Bonus and Stipends	Overtime	Total Direct Compensation	Retirement System for Employee	3101 STRS, certificated	3202 PERS, classified	3313 OASDI	3323 Medicare	Monthly Health Rate	3403 Health and Welfa	3503 SUI	3603 Workers' Comp	3703 Other Post Employr	3903 Other Benefits	Total Benefits	Total Compensation
ASES0001	2100	30	2600			ASES Instructor	Afterschool	0.5				720	$ 64.00	$ 46,080.00	52,389		$ 46,800.00				2,901.60	678.60	-		468.00	468.00			4,516.20	51,316.20
ASES0002	2100	20	2600			ASES Instructor	Afterschool	0.5				720	$ 65.00	$ 46,800.00	52,390		$ 46,800.00				2,901.60	678.60	-		468.00	468.00			4,516.20	51,316.20
ASES0003	2100	30	2600			ASES Instructor	Afterschool	0.5				720	$ 65.00	$ 46,800.00	52,390		$ 46,800.00				2,901.60	678.60	-		468.00	468.00			4,516.20	51,316.20
ASES0004	2100	20	2600			ASES Instructor	Afterschool	0.5				720	$ 65.00	$ 46,800.00	52,390		$ 46,800.00				2,901.60	678.60	-		468.00	468.00			4,516.20	51,316.20
ASES0005	2100	30	2600			ASES Instructor	Afterschool	0.5				720	$ 65.00	$ 46,800.00	52,390		$ 46,800.00				2,901.60	678.60	-		468.00	468.00			4,516.20	51,316.20
ASES0006	2100	20	2600			ASES Instructor	Afterschool	0.5				720	$ 65.00	$ 46,800.00	52,390		$ 46,800.00				2,901.60	678.60	-		468.00	468.00			4,516.20	51,316.20
ASESSAT0001	2100	20	2600			ASES Saturday Instructor	Afterschool	0.01				144	$ 65.00	$ 9,360.00	52,390		$ 9,360.00				580.32	135.72	-		93.60	93.60			903.24	10,263.24
SPORTS	2300	30	2600			Sports DIRECTOR	Afterschool	0.1							$ 12,000.00		$ 12,000.00				744.00	174.00	-		120.00	120.00			1,158.00	13,158.00
SPORTS	2100	20	2600			MS Coach	Afterschool	0.1							$ 3,000.00		$ 3,000.00				186.00	43.50	-		30.00	30.00			289.50	3,289.50
SPORTS	2100	30	2600			MS Coach	Afterschool	0.1							$ 3,000.00		$ 3,000.00				186.00	43.50	-		30.00	30.00			289.50	3,289.50
SPORTS	2100	20	2600			MS Coach	Afterschool	0.1							$ 3,000.00		$ 3,000.00				186.00	43.50	-		30.00	30.00			289.50	3,289.50
SPORTS	2100	30	2600			MS Coach	Afterschool	0.1							$ 3,000.00		$ 3,000.00				186.00	43.50	-		30.00	30.00			289.50	3,289.50
SPORTS	2100	20	2600			MS Coach	Afterschool	0.1							$ 3,000.00		$ 3,000.00				186.00	43.50	-		30.00	30.00			289.50	3,289.50
	2100		2600				Afterschool	0.1																						
						TOTALS		**3.71**	-	$ -				**$ 289,440.00**	**$ 393,729**	$ -	**$ 317,160**	$ -	$ -	$ -	**$ 19,663.92**	**$ 4,598.82**	$ -	$ -	**$ 3,171.60**	**$ 3,171.60**	$ -	$ -	**$ 30,605.94**	**$ 347,765.94**
AIPCS I														**$ 149,760.00**	**$ 218,560.00**	$ -	**$ 158,760.00**	$ -	$ -	$ -	**$ 9,843.12**	**$ 2,302.02**	$ -	$ -	**$ 1,587.60**	**$ 1,587.60**	$ -	$ -	**$ 15,320.34**	**$ 174,080.34**
AIPCS II														**$ 139,680.00**	**$ 175,169.00**	$ -	**$ 158,400.00**	$ -	$ -	$ -	**$ 9,820.80**	**$ 2,296.80**	$ -	$ -	**$ 1,584.00**	**$ 1,584.00**	$ -	$ -	**$ 15,285.60**	**$ 173,685.60**

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AIMS K12 2025-2026 ASES PROGRAM ASSUMPTIONS

Resource	Obj Code	Program #	PLAN	AIMS K12 PROGRAM ASSUMPTIONS	0.5 AIMS MIDDLE	0.5 AIPCS II	TOTAL COST
6010	2400		ASES	***ASES COORDINATOR***			$ -
6010	2100		ASES	***ASES INTREVENTION TUTOR***			$ -
6010	2100		ASES	***ASES SATURDAY INSTRUCTOR***			$ -
6010	2400		ASES	***ASES HELPER***			$ -
6010	2305		ASES	***Sports DIRECTOR***	$ 12,000		**$ 12,000**
6010	2205		ASES	***Sports Coaches***		$ 15,000	**$ 15,000**
6010	4300		ASES	***ASES Program Supplies***			$ -
6010	4315		ASES	***ASES Afterschool Supplies***			$ -
6010	4342		ASES	***ASES SPORTS Supplies & Uniforms***	$ 4,500	$ 4,500	**$ 9,000**
6010	4410		ASES	***Software: City Span paid for by ELOP***			$ -
6010	4700		ASES	***Meals***	$ 2,000	$ 2,000	**$ 4,000**
6010	5600		ASES	***Facility Rental***	$ 8,800	$ 8,800	**$ 17,600**
6010	5601		ASES	***Building Maintenance/Modernization***			$ -
6010	5800		ASES	***Discretionary flexible budget item***	$ 8,783	$ 9,177	**$ 17,960**
6010	5811		ASES	***Field Trips***	$ 2,000	$ 2,000	**$ 4,000**
6010	5830		ASES	***Transportation***			$ -
6010	5842		ASES	***Athletic Services (Competition fees)***	$ 4,000	$ 4,000	**$ 8,000**
TOTAL PROGRAM ASSUMPTION COST					**$ 42,083**	**$ 45,477**	**$ 87,560**

Nathan Bernhard-Beckman 1:47 PM

12,000 for Director of Sports stipend

Coaches 3,000 stipend (5 total coaches)

Uniforms 4,000

		Approx Annual
Hourly Rate	$65	$52,390
Program Start Date	9/1/2025	
Program End Date	6/30/2026	
4 Hours (Monday thru Thrusday)		
6 hours on Friday		
Total Days in Program		

Approx Hours

Hours	Days	Total Hrs Work
4	146	584
6	37	222
	183	806

	HRS / PPP		Total HRS for Program
Invervention Tutor	40	***Program will operate for 36 weeks***	720
Saturday Instructor	8		144
Helper	40		720
Internal EEs Interventi	20		360
Non-exempt employee rate	$ 43.33		

Coversheet

Insurance Coverage Executive Summary Renewal

Section: V. Action Items
Item: B. Insurance Coverage Executive Summary Renewal
Purpose: Vote
Submitted by:
Related Material:
AIMS Exec Memo EPIC Insurance Brokers FY25-26.docx
Insurance Coverage Executive Summary Renewal - AIMS Board Submission Cover Letter.pdf

American Indian Model Schools
A School at Work!

AIPCS I & II
Downtown Oakland Campus
171 12th Street
Oakland, CA 94607
Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

AIPHS
Lakeview Campus
746 Grand Avenue
Oakland, CA 94610
Phone: 510.893.8701
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Website: aimschools.org

AIMS K-12 COLLEGE PREP

2025-2026 Epic Brokers Executive Summary

AIMS K-12 College Prep, formerly known as American Indian Model Schools continues to partner with Epic Insurance Brokers to ensure adequate policies are selected for coverage for negligent employment, retention, supervision, investigation, reporting, and failing to protect someone from abuse. Whether perpetrated by a student, employee, officer, business invitee, or even school volunteer workers. Partnership with Epic Brokers will continue to protect our students and faculty.

Insurance Carriers

Epic Brokers negotiates on behalf of AIMS K-12 College Prep all insurance carriers for the FY 25-26 year. Below are the insurance carriers that AIMS K-12 College Prep will be working with.

- Great American
- Indian Harbor
- Technology Insurance Company
- State National
- AIG

Insurance Coverage

- Commercial Property
- Equipment Breakdown
- Crime
- General Liability
- Commercial Auto
- Commercial Umbrella
- Workers Compensation
- Management Liability
- Cyber
- Student Accident

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Website: aimschools.org

Year over year Insurance Comparison: FY 24-25 to FY 25-26

Coverage	Renewal 2024/2026	Renewal 2025/2026
Commercial Property	**Great American**	**Great American**
Building	$13,797,079	$15,176,618
Business Personal Property	$2,841,366	$3,011,938
Business Income Incl Extra Exp	$0	$0
Total Insured Values	$16,638,445	$18,188,556
Deductible Structure:		
All Other Perils	$1,000	$5,000
Flood	not covered	not covered
Earth Movement	not covered	not covered
Rate per $100 Values	$0.10	$0.09
Total Est. Annual Premium	**$16,448.00**	**$16,602.00**
Equipment Breakdown	**Great American**	**Great American**
Breakdown Limit	$16,888,446	$18,438,635
Deductible	$1,000	$1,000
Total Est. Annual Premium	**$1,350.00**	**$1,362.00**
Crime	**Great American**	**Great American**
Employee Theft	$50,000	$50,000
Forgery or Alteration	$50,000	$50,000
Money/Securities (Inside)	not covered	not covered
Money/Securities (Outside)	not covered	not covered
Computer Fraud	not covered	not covered
Deductible	$1,000	$1,000
Total Est. Annual Premium	**$285.00**	**$285.00**
General Liability	**Great American**	**Great American**
General Aggregate	$2,000,000	$2,000,000
Each Occurrence	$1,000,000	$1,000,000
Medical Expense	$5,000	$5,000
Professional Liability Aggregate	$2,000,000	$2,000,000
Professional Liability - Each Claim	$1,000,000	$1,000,000
Employee Benefits Liab. - Aggregate	$1,000,000	$1,000,000
Employee Benefits Liab. - Each Claim	$1,000,000	$1,000,000
Self Insured Retention	$1,000	$1,000
Abuse/Molestation - Aggregate	$1,000,000	$1,000,000
Abuse/Molestation - Ea Conduct	$1,000,000	$1,000,000
Total Est. # of Students	1,345	1,124
Total Est. Annual Premium	**$43,922.00**	**$48,208.00**

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Coverage	Renewal 2024/2026	Renewal 2025/2026
Commercial Auto	**Great American**	**Great American**
Bodily Inj/Property Damage	$1,000,000	$1,000,000
Uninsured/Underinsured Motorist	$1,000,000	$1,000,000
Auto Medical	$5,000	$5,000
Hired/Non-Owned Liability	$1,000,000	$1,000,000
Deductible Structure:		
Hired Comp	$500	$500
Hired Collision	$500	$500
Comprehensive	$500	$500
Collision	$500	$500
# of Units	3	3
Rate per Unit	$5,985	$7,017
Total Est. Annual Premium	**$17,956.00**	**$21,052.00**
Commercial Umbrella	**Great American**	**Great American**
Aggregate	$4,000,000	**$3,000,000**
Each Occurrence	$4,000,000	**$3,000,000**
Self Insured Retention	$10,000	$10,000
U/L Policies	Auto, GL, EB, Abuse	Auto, GL, EB, Abuse
Total Est. Annual Premium	**$20,711.00**	**$20,842.00**
Workers Compensation	**Technology Insurance Co**	**Technology Insurance Co**
Workers Compensation	Statutory	Statutory
Employers Liability	$1,000,000	$1,000,000
Total Est. Payroll	$9,109,145	$9,109,145
Experience Modifier	0.95	0.95
Net Rate	0.71	0.73
Total Est. Annual Premium	**$64,356.00**	**$66,107.00**
Management Liability	**Indian Harbor**	**Indian Harbor**
Annual Aggregate	$1,000,000	$1,000,000
Educators Legal Liability	$1,000,000	$1,000,000
Employment Practices Liability	$1,000,000	$1,000,000
Non-Monetary Defense Aggregate	$100,000	$100,000
Non-Monetary Defense Expense	$50,000	$50,000
Self Insured Retention Structure:		
D&O/ELL	$50,000	$50,000
EPL	$50,000	$50,000
Non-Monetary Expense	$50,000	$50,000
Total Est. Annual Premium	**$55,802.00**	**$52,373.00**
Cyber	**State National (CFC)**	**State National (CFC)**
Policy Aggregate	$1,000,000	$1,000,000
Breach Response	$1,000,000	$1,000,000
First Party Loss	$1,000,000	$1,000,000

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Coverage	Renewal 2024/2026	Renewal 2025/2026
Business Interruption	$1,000,000	$1,000,000
Contingent Business Interruption	$1,000,000	$1,000,000
Digital Asset Destruction, Data Retrieval	$1,000,000	$1,000,000
System Failure	$1,000,000	$1,000,000
Social Engineering & Cyber Crime Coverage	$1,000,000	$1,000,000
Reputational Loss Coverage	$1,000,000	$1,000,000
Breach Response and Remediation Expenses	$1,000,000	$1,000,000
Liability		
Self Insured Retention		
Each Incident, Claim, Loss	$5,000	$5,000
Reputational Loss Coverage		
Total Est. Annual Premium	**$7,680.00**	**$7,680.00**
Student Accident - Base	**AIG**	**Everest**
Accidental Death Benefit	$25,000	$25,000
Accidental Dismemberment Benefit	$25,000	$25,000
Accident Medical Expense Benefit	$25,000	$25,000
Aggregate	$250,000	$250,000
Self Insured Retention	$0	$0
Rate per Student	$5.75	$4.27
# Students	1345	1124
Total Est. Annual Premium	**$6,924.00**	**$5,143.00**
Student Accident - CAT	**AIG**	**Everest**
Accident Medical	$6,000,000	$6,000,000
Self Insured Retention	$25,000	$25,000
Rate per Student	$0.86	$0.46
Total Est. Annual Premium	**$974.00**	**$520.00**
TOTAL EST. PROGRAM PREMIUM	**$236,408.00**	**$240,174.00**

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Claims 2024-2025

AIMS K-12 College Prep 2024-25 EPIC Insurance expenses and findings.

Property: 1 claim was filed, it has been closed with total incurred of $6,977.44

General Liability: 1 claim was filed, it remains open as of 9/1/2025

Management Liability: 2 claims were filed, both remain open as of 9/1/2025

Insurance covers all locations under AIMS K-12; AIMS HS, AIMS Middle, AIPCS II.

Summary

For 2025-2026 EPIC Brokers Insurance, will facilitate in collaboration with AIMS K-12 College Prep to find ways to mitigate risk and negotiate lower insurance premiums while maintaining the integrity of the limits and coverage needed to meet contractual obligations and the safety of the students and employees of AIMS.

For 2025-2026 total premium is $240,174.00 not inclusive of deductibles on claims filed. This provides insurance coverage for all school activities, site facilities, both ownership and leased operations.

AIMS K-12 College Prep Charter District
Board Submission Cover Letter

Submitter Information

Full Name: Tiffany Tung

Position/Title: Director of HR

Department: HR/Compliance Department

Date of Submission (MM/DD/YYYY): 09/05/2025

Item Details

Title of Item: Insurance Coverage Executive Summary Renewal

Is this item a:
- [ ] New Submission
- [x] Renewal

If Renewal: Please summarize any changes from the previous submission:
Insurance Coverage Renewal FY 25-26

Approvals

Has this item been reviewed by:
- [ ] Superintendent
- [ ] Chief Business Officer (CBO) (If budget changes)
- [x] Director of Compliance (If plan changes)
- [ ] Neither

Committee Review

Has this item been through the appropriate committee review process?
- [ ] Yes
- [x] No

If yes: Please specify which committee(s) and provide minutes or approval documentation:
Finance

If no: Explain why:
Will be presented at the Board Meeting in September 2025

Deadline Information

Is there a submission deadline for this item?
- [ ] Yes
- [x] No

If yes: Please indicate the deadline date (MM/DD/YYYY):

Financial Information (if applicable):

Total Cost: $

Is this expenditure included in the annual budget?
- [x] Yes
- [ ] No

Please specify in which plan this expense is indicated:
- [ ] SPSA
- [ ] LCAP
- [x] Other: N/A

Coversheet

Inclusive NeuroPsych Services

Section: V. Action Items
Item: C. Inclusive NeuroPsych Services
Purpose: Vote
Submitted by:
Related Material: Inclusive NeuroPsych Services 2025 Board Contract Packet.pdf

AIMS K-12 College Prep Charter District
Board Submission Cover Letter

Submitter Information

Full Name: Deborah Woods
Position/Title: Director
Department: Special Education
Date of Submission (MM/DD/YYYY): 9/11/25

Item Details

Title of Item: Inclusive NeuroPsych Services
Is this item a: ☑ New Submission
☐ Renewal
If Renewal: Please summarize any changes from the previous submission:
none

Approvals

Has this item been reviewed by:

- ☐ Superintendent
- ☐ Chief Business Officer (CBO) (If budget changes)
- ☐ Director of Compliance (If plan changes)
- ☑ Neither

Committee Review

Has this item been through the appropriate committee review process?

☐ Yes ☑ No

If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:
Contract currently being presented for review

Deadline Information

Is there a submission deadline for this item?

☑ Yes ☐ No

If yes: Please indicate the deadline date (MM/DD/YYYY): 9/16/25

Financial Information (if applicable):

Total Cost: $ 40,000

Is this expenditure included in the annual budget?

☑ Yes ☐ No

Please specify in which plan this expense is indicated:

☐ SPSA ☑ LCAP ☐ Other:

2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: AIMS K12 College Prep Charter District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Inclusive NeuroPsych Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

AIMS K12 College Prep Charter District_, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and **Inclusive NeuroPsych** Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

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

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

$1,000,000 per occurrence

$2,000,000 general aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or

expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of

positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of

documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

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

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

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

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

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

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

43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

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

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background

clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by

CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise

specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during

all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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 his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an

alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may

be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

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

CONTRACTOR	**LEA**
Inclusive NeuroPsyched Services **Nonpublic School/Agency**	AIMS K12 College Prep Charter District **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: 2025-2026 RATES

Inclusive NeuroPsych Services

Our Services

Initial Psychoeducational Assessment	$2,500
Triennial Psychoeducational Assessment	$2,000
ADHD / OHI Assessment	$2,000
Autism Spectrum Disorder Assessment	$2,500
Dyslexia, Dysgraphia, Dyscalculia Assessment	$2,500

All assessments include: records review, school collaboration, standardized testing, scoring, interpretation, and a detailed written report. Expedited options available.

qngo@inclusivepsychs.com | (408) 890-1341

Coversheet

Board on Track Renewal

Section: V. Action Items
Item: D. Board on Track Renewal
Purpose: Vote
Submitted by:
Related Material: invoice_2024-27956.pdf
Board on track submission cover letter.pdf
Screenshot 2025-09-08 113759.png

Invoice #2024-27956

We've moved!

Our remittance address has changed to:
TransAct Communications LLC
PO Box 713652
Chicago, IL 60677-0431

From

BoardOnTrack, Inc.
19217 36th Ave W Suite 213
Lynnwood, WA 98036

Bill To

AIMS College Prep Charter District, CA
171 12th st.
Oakland, CA 94607-4900
United States

Invoice Summary

Invoice Number	2024-27956
Renewal Date	07/01/2025
Due Date	08/22/2025
Invoice Date	07/29/2025
Amount Due (USD)	$ 13,495.00

Description	Rate	Amount
BoardOnTrack Membership for the term 07/01/2025 through 06/30/2026.	13,495.00000	13,495.00
	Amount Due (USD)	$ 13,495.00

AIMS K-12 College Prep Charter District
Board Submission Cover Letter

Submitter Information

Full Name: Ahsjanae Hutchings
Position/Title: Executive Assistant to the Board of Directors
Department: Admin

Item Details

Title of Item: Board On Track Renewal
Is this item a: ☐ New Submission
☑ Renewal
If Renewal: Please summarize any changes from the previous submission:

Approvals

Has this item been reviewed and
☐ Superintendent
☑ Chief Business Officer (CBO) (If budget changes)
☐ Director of Compliance (If plan changes)
☐ Neither

Committee Review

Has this item been through the appropriate committee review process?
☑ Yes ☐ No
If yes: Please specify which committee(s) and provide minutes or approval documentation:

If no: Explain why:

Deadline Information

Is there a submission deadline for this item?
☑ Yes ☐ No
If yes: Please indicate the deadline date (MM/DD/YYYY): 8/26/25

Financial Information (if applicable):

Total Cost: $ 13,495
Is this expenditure included in the annual budget?
☑ Yes ☐ No
Please specify in which plan this expense is indicated:
☐ SPSA ☐ LCAP ☑ Other:

AIMS K-12 College Prep Charter District

Dashboard **Meetings**

All meetings | Board meetings | Committee meetings

Meetings

School Year 2025-2026 < > Current SY

Showing dates and times in Pacific Standard Time

AUG 26 2025 — Governance Committee Meeting
4:30 - 5:30 pm

AUG 26 2025 — Finance Committee Meeting
5:30 - 6:30 pm

AUG 26 2025 — AIMS Board Meeting
6:45 - 9:00 pm

SEP 11 2025 — NEXT
Governance Committee Meeting
4:30 - 5:30 pm

SEP 11 2025 — Finance Committee Meeting
5:30 - 6:30 pm

SEP 16 2025 — AIMS Board Meeting
4:30 - 6:30 pm

Coversheet

Budget Revision

Section: V. Action Items
Item: F. Budget Revision
Purpose: Vote
Submitted by:
Related Material: CMO 25 26 Menendez Adopted Budget.xlsx
CMO 25 26 Final alignment Adopted Budget.xlsx
AIMS High budget 2526 3schools Adoption Marco.xlsx
AIMS Middle budget 3schl Budget Session Menendez.xlsx
AIMS Middle budget 3schl Budget Session after board session.xlsx
AIMS High budget 2526 3schools Adoption Board approved.xlsx
AIMS Elem budget 3schl Budget Session Marco.xlsx
AIMS Elem budget 3schl Budget Session after board.xlsx
AIMS HS SPORTS BUDGET 25-26.xlsx
AIMS ELOP Budget Tool 2526 Adoption Budget.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CMO 25 26 Menendez Adopted Budget.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CMO 25 26 Final alignment Adopted Budget.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

AIMS High budget 2526 3schools Adoption Marco.xlsx

Notice

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AIMS Middle budget 3schl Budget Session Menendez.xlsx

Notice

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AIMS Middle budget 3schl Budget Session after board session.xlsx

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AIMS High budget 2526 3schools Adoption Board approved.xlsx

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AIMS HS SPORTS BUDGET 25-26.xlsx

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