California Online Public Schools

California Online Public Schools

California Online Public Schools (CalOPS) Board Meeting

Published on September 4, 2026 at 12:20 PM PDT

Date and Time

Tuesday September 8, 2026 at 5:00 PM PDT

Location

CalOPS NorCal: 580 N. Wilma Avenue, Suite G, Ripon, CA 95366
CalOPS SoCal: 33272 Valle Road, San Juan Capistrano, CA 92675
1201 Cara Road, Dinuba, CA 93618
32946 Calle San Marcos, San Juan Capistrano, 92675
3753 W. Norberry Street, Lancaster, CA 93536
4108 W Avenue J6, Lancaster, CA 93536
3950 Crondall Dr, Sacramento, CA 95864

Join Zoom Meeting
https://californiaops-org.zoom.us/j/92843576813
Meeting ID: 928 4357 6813
Dial In: +1 (669) 900-9128 ext. 928-4357-6813# US

California Online Public Schools is the Governing Board for:
CalOPS Central Coast
CalOPS Central Valley
CalOPS Monterey Bay
CalOPS North Bay
CalOPS Northern California

CalOPS Southern California

School Phone: +1 (800) 906-5166
School Fax: +1 (559) 746-0497

This meeting is open to members of the public. For information about meetings or for members of the public who require special accommodations to attend, please visit our website at www.californiaops.org/governance or contact the school offices: Dana Hohn (NorCal) or Eva McGahey (SoCal) at (800) 906-5166 at least 24 hours prior to the meeting. The Board packet can be made available for public review by contacting the school offices prior to the Board meeting in compliance with California open meeting law.This meeting is open to members of the public. For information about meetings or for members of the public who require special accommodations to attend, please visit our website at www.californiaops.org/governance or contact the school offices: Dana Hohn (NorCal) or Eva McGahey (SoCal) at (800) 906-5166 at least 24 hours prior to the meeting. The board packet can be made available for public review by contacting the school offices prior to the Board meeting in compliance with California open meeting law.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
A.	Roll Call		Dan Hertzler	
B.	Call the Meeting to Order		James Stockdale	
C.	Approval of Agenda	Vote	James Stockdale	

II. Public Comment

The Board welcomes participation by the members of the public telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must write their name and a short description of the agenda item on which they wish to comment on the card provided and submit this to the Chair, along with any materials they want to have distributed to Board. Individuals who wish to address the Board telephonically must contact the School Leader by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. If the individual wants to provide any written materials to the Board, these should be emailed to the School Leader at least twenty-four (24) hours before the scheduled start of the meeting.
The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, or six (6) minutes if the individual

	Purpose	Presenter	Time

requesting to comment is a non English speaker and requires a translator, unless the Board grants additional time. However, in compliance with Board policy and the Brown Act, the Board is not permitted to discuss or take action on non-agenda items.
Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Leader at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair.
To view the Board Open Meeting Policy, visit the CalOPS Governance Page at https://californiaops.org/governance/

III. Public Hearing

A.	2026-2027 Curriculum (attached)	Discuss	Leslie Dombek

IV. Oral Reports

A.	Co-Superintendents' Report	FYI	Richard Savage and Richie Romero

1. Back to School Updates
2. General School Updates
3. 2026-27 Enrollment Updates
4. Sponsoring District/County Updates

B.	Principal's Report	FYI	Heather Tamayo
C.	CalOPS Financial Services Updates	FYI	LaChelle Carter

1. CalOPS Consolidated Financial Presentation (attached)
    1. Education Protection Account Update and Actuals

D.	Policy, Compliance, and Legislative Updates	FYI	Dan Hertzler
E.	Educational Services Updates	FYI	Leslie Dombek

1. Q4 School Enhancement Target (SET) Update (attached)

V. Information Items

		Purpose	Presenter	Time
A.	Board Retreat Updates	Discuss	Dan Hertzler	
B.	District Priorities (attached)	Discuss	Richard Savage and Richie Romero	
C.	CalOPS Cybersecurity Overview (attached)	Discuss	Dan Hertzler	

VI. Consent Items

A.	Approval of Minutes from the August 11, 2026 CalOPS Board Meeting (attached)	Vote	Dan Hertzler	
B.	Approval of Staffing Report (attached)	Vote	Zana Kidd	
C.	Approval of Check Register (attached)	Vote	LaChelle Carter	
D.	Approval of Credit Card Statements (attached)	Vote	LaChelle Carter	
E.	Ratification of Special Education Service Contracts (attached)	Vote	LaChelle Carter	
F.	Approval of Expenditures over $20k (attached)	Vote	LaChelle Carter	
G.	Approval of 26-27 Local Assignment Options (attached)	Vote	Zana Kidd	
H.	Approval of 2026-27 Instructional Materials Resolution (attached)	Vote	Leslie Dombek	
I.	Approval of Prop 28 Reports (attached)	Vote	Matthew Lemos	
J.	Approval of 2026 Multi-County Agency Biennial Notice (attached)	Vote	Dan Hertzler	
K.	Approval of Updated No Show and Dual Enrollment Policy (attached)	Vote	Dan Hertzler	
L.	Approval of 2026-27 CalOPS Annual Notification Packet (attached)	Vote	Dan Hertzler	
M.	Approval of Updated Professional Boundaries: Adult-Student Interactions Policy (attached)	Vote	Dan Hertzler	
N.	Approval of Updated Title IX Policy Prohibiting Discrimination on the Basis of Sex (attached)	Vote	Dan Hertzler	

		Purpose	Presenter	Time
O.	Approval of Updated Suspension, Expulsion and Involuntary Removal Policies (attached)	Vote	Dan Hertzler	
P.	Approval of Updated Education of Foster and Mobile Youth Policy (attached)	Vote	Dan Hertzler	
Q.	Approval of School Pathways Contract Renewal (attached)	Vote	Leslie Dombek	

VII. Action Items

A.	Approval of 2025-26 Education Protection Account (EPA) Actuals (attached)	Vote	LaChelle Carter	
B.	Approval of Unaudited Actuals, End of Year Financial Statements, and Authorization of CalOPS Director of Finance or Designee to Submit to the Appropriate Parties (attached)	Vote	LaChelle Carter	
C.	Approval of Updated CalOPS Fiscal Policy (attached)	Vote	LaChelle Carter	
D.	Approval of East West Line of Credit (attached)	Vote	LaChelle Carter	
E.	Approval of Updated CalOPS Record Retention Policy (attached)	Vote	Dan Hertzler	

VIII. Closed Session

A.	CLOSED SESSION - Brown Act	Discuss		

1. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Government Code section 54956.9(d)(1))**
    1. NAME OF CASE: S. Ford v. California Online Public Schools - Orange County Case No.: 01585558
2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION § 54957**
    - Title: Co-Superintendent of Finance, Educational and Student Services
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION § 54957**
    - Title: Co-Superintendent of Operations, Human Resources, and Business Services
4. **PUBLIC EMPLOYEE: DISCIPLINE/DISMISSAL/RELEASE**

		Purpose	Presenter	Time
B.	Closed Session Report Out	FYI	James Stockdale	

IX. Closing Items

A.	Future Business	Discuss	James Stockdale	
B.	Adjourn Meeting	Vote	James Stockdale	

Coversheet

2026-2027 Curriculum (attached)

Section:	III. Public Hearing
Item:	A. 2026-2027 Curriculum (attached)
Purpose:	Discuss
Submitted by:	
Related Material:	260908 2026-2027 CalOPS Curriculum.pdf

California Online Public Schools Curriculum and Instructional Materials for Board Approval – 2026–2027 School Year

The following curriculum and instructional materials are presented for Board approval for the 2026–2027 school year at California Online Public Schools. These selections support rigorous, standards-aligned instruction across all grade bands and subject areas.

Each item is organized by grade band, subject area, and vendor, with similar course titles consolidated where appropriate.

Approval of this document also authorizes necessary adjustments that may arise due to unforeseen curricular needs during the 2026–2027 school year, including curriculum substitutions, vendor changes, or course modifications, provided such adjustments maintain alignment with applicable academic standards and student needs.

Elementary Curriculum

- Art K–5 (Visual and Performing Arts) – Vendor: Accelerate
- Gifted and Talented Language Arts 2–5 (Language Arts) – Vendor: Accelerate
- Gifted & Talented Literature Study 2–5 (Language Arts) – Vendor: Junior Great Books
- Language Arts Basic 1–3 (Language Arts) – Vendor: ULS
- Language Arts K–5 (Language Arts) – Vendor: Accelerate
- Language Arts TK (Language Arts) – Vendor: FlexPoint
- Gifted and Talented Math 2–5 (Mathematics) – Vendor: Singapore Math
- Math TK–5 (Mathematics) – Vendor: Singapore Math
- Math Basic 1–3 (Mathematics) – Vendor: ULS
- Gifted and Talented Science 2–5 (Science) – Vendor: Accelerate
- Science Basic 1–3 (Science) – Vendor: ULS
- Science K–5 (Science) – Vendor: Accelerate
- Science TK (Science) – Vendor: FlexPoint
- Gifted and Talented Social Studies 1–5 (Social Studies) – Vendor: Accelerate
- Social Studies Basic 1–3 (Social Studies) – Vendor: ULS
- Social Studies TK–5 (Social Studies) – Vendor: Accelerate
- Social Studies TK (Social Studies) – Vendor: FlexPoint
- Physical Education 1–5 (Physical Education) – Vendor: Accelerate
- English Development Level 1–4 – Vendor: VHL

Middle School Curriculum

- Algebra 1–2 (Mathematics) – Vendor: APEX
- Pre-Algebra (Mathematics) – Vendor: APEX
- Geometry 6–7 (Mathematics) – Vendor: APEX
- Math 6, 7, 8 (Mathematics) – Vendor: APEX
- Math Level 1–3 (Mathematics) – Vendor: ULS
- Art 6–7 (Visual and Performing Arts) – Vendor: FlexPoint
- Art 8 (Visual and Performing Arts) – Vendor: Accelerate
- Health 6–8 (Electives) – Vendor: FlexPoint
- Human Sexuality 7 (Electives) – Vendor: Goodheart-Wilcox
- Gifted and Talented Language Arts 6–8 (Language Arts) – Vendor: Junior Great Books
- Language Arts Level 1–3 (Language Arts) – Vendor: ULS
- Language Arts 6–8 (Language Arts) – Vendor: FlexPoint
- Literature Study 6–8 (Language Arts) – Vendor: FlexPoint
- Gifted and Talented Science 6–8 (Science) – Vendor: FlexPoint
- Science Level 1–3 (Science) – Vendor: ULS
- Science 6–8 (Science) – Vendor: FlexPoint
- Social Studies 6–8 (Social Studies) – Vendor: FlexPoint
- Social Studies Level 1–3 (Social Studies) – Vendor: ULS

- Spanish I A, Spanish I B (Foreign Languages) – Vendor: FlexPoint
- English Development Level 1–4 – Vendor: VHL

High School Curriculum

- Algebra 1–2 (Mathematics) – Vendor: APEX
- Algebra 1–2 (Mathematics – PS) – Vendor: SchoolsPLP
- AP Calculus AB, AP Calculus BC, AP Precalculus, AP Statistics, Consumer Math A, Precalculus A (Mathematics) – Vendor: FlexPoint
- Geometry 1–2 (Mathematics) – Vendor: APEX
- Math Basic 1–3 (Mathematics) – Vendor: ULS
- AP Psychology A, American Government, Economics, Honors American Government, Honors Economics, Honors United States History, Honors World History, United States History A, World History (Social Studies) – Vendor: Accelerate
- American Government, Art History, Economics, United States History, World Geography, World History (Social Studies – PS) – Vendor: SchoolsPLP
- AP Art History, AP Government and Politics United States, AP Human Geography, AP Macroeconomics, AP Microeconomics, AP United States History (Social Studies) – Vendor: FlexPoint
- Art History and Appreciation, Personal Finance, Psychology A, Sociology (Social Studies) – Vendor: Edmentum
- Social Studies Basic 1–3 (Social Studies) – Vendor: ULS
- American Sign Language 1–4 (Foreign Languages) – Vendor: FlexPoint
- AP Biology, AP Chemistry A, AP Chemistry B, Anatomy and Physiology, Biology, Chemistry, Earth Science, Earth and Space Science, Honors Biology, Honors Chemistry, Honors Earth and Space Science, Honors Physics, Marine Science, Paleontology, Physical Science, Physics, Renewable Energy (Science) – Vendor: Accelerate
- AP Environmental Science, Agriscience Foundations, Astronomy, Environmental Science (Science) – Vendor: FlexPoint
- Biology, Earth Science, Physical Science (Science – PS) – Vendor: SchoolsPLP
- Science Basic 1–3 (Science) – Vendor: ULS
- AP Computer Science, Criminal Justice Operations, Introduction to Hospitality and Tourism, Theatre, Cinema & Film Production (Electives) – Vendor: FlexPoint
- Career Preparation, Early Childhood Education, High School Career Discovery, Learning in a Digital World, Nutrition and Wellness, Social Media, Workplace and Internship Readiness (Electives – PS) – Vendor: SchoolsPLP
- Applied Medical Terminology, College and Career Preparation, Computer Applications, Computing for College and Careers, Exercise Science, First Aid & Safety, Health & Personal Wellness, Introduction to Fashion Design, Introduction to Social Media, Marketing, Advertising, and Sales, Nutrition, Personal Training Concepts, Principles of Law, Public Safety, Corrections, and Security, Relationships and Emotions (Electives) – Vendor: Edmentum
- Creative Writing, Early Childhood Education, Journalism, Media and Communication, Speech, Study Skills and Strategies (Electives) – Vendor: Accelerate
- HS Sexual Education and HIV Prevention (Electives) – Vendor: Goodheart-Wilcox
- Ethnic Studies (Electives) – Vendor: APEX
- AP Computer Science Principles (Electives) – Vendor: CodeHS
- AP English Language and Composition, AP English Literature and Composition (Language Arts) – Vendor: Edmentum
- English 9–12 (Language Arts) – Vendor: Accelerate
- English 9–12 (Language Arts – PS) – Vendor: SchoolsPLP
- Language Arts Basic 1–3 (Language Arts) – Vendor: ULS
- Careers in Criminal Justice, Life Skills (Marketing, Sales, and Service Industry – PS) – Vendor: SchoolsPLP
- Culinary Arts 1 (Marketing, Sales, and Service Industry) – Vendor: Edmentum
- Digital Media Fundamentals 1 (Visual and Performing Arts – PS) – Vendor: SchoolsPLP
- Digital Photography, Graphic Design and Illustration, Introduction to Visual Arts, Music Appreciation (Visual and Performing Arts) – Vendor: Edmentum
- Drawing A (Visual and Performing Arts) – Vendor: Accelerate
- Game Design in Unity, Introduction to Computer Science in JavaScript, Python Programming, Web Design (Visual and Performing Arts) – Vendor: CodeHS
- Health, Physical Education & Fitness, Physical Education & Nutrition, Physical Education & Physical Activities, Physical Education & Wellness (Physical Education) – Vendor: SchoolsPLP
- Physical Education 1–2 (Physical Education) – Vendor: Edmentum
- Life Management Skills (Marketing, Sales, and Service Industry; Electives) – Vendor: Edmentum
- Spanish 1–4, AP Spanish Language and Culture (Foreign Language) – Vendor: FlexPoint
- English Development Level 1–4 – Vendor: Mango

Coversheet

CalOPS Financial Services Updates

Section: IV. Oral Reports
Item: C. CalOPS Financial Services Updates
Purpose: FYI
Submitted by:
Related Material: CalOPS July Fiscal Report_Redacted.pdf

CHARTER IMPACT

BOARD FINANCIALS

CALIFORNIA ONLINE PUBLIC SCHOOLS

Monthly Finance Update up to July 31, 2026 | FY26/27

Common Acronyms

ADA - Average Daily Attendance

AP - Accounts Payable

COE - County Office of Education

CDE - California Department of Education

EPA - Education Protection Account

ERC - Employee Retention Credit

Fav / (Unf) - Gain / (Reduction)

FY - Fiscal Year

LCAP - Local Control & Accountability Plan

LCFF - Local Control Funding Formula

MYP - Multi-Year Projection

P-1 / P-2 / P-A - First Principal Apportionment / Second Principal Apportionment / Annual Apportionment

SACS - Standardized Account Code Structure

STRS - State Teachers' Retirement System

YTD - Year-to-Date

AGENDA

FINANCIAL UPDATE

1. Summary
2. FY27 Forecast vs. Adopted Budget
3. Attendance Trends
4. SB 740 Funding Determination
5. Revenue
6. Expenses
7. Fund Balance
8. Cash Balance

APPENDIX

- Monthly Cash Flow / Forecast
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- AP Aging
- Monthly Check Register (July)

Prepared by Charter Impact | July 2026 close | Forecast as revised 8/26/2026

SUMMARY

	FY27 Forecast	Adopted Budget	$ Variance
Enrollment	8,077	8,077	-
ADA	7,914.71	7,914.71	-
State Aid-Rev Limit	112,818,321	112,818,321	-
Federal Revenue	2,341,168	2,341,168	-
Other State Revenue	15,180,953	15,180,953	-
Other Local Revenue	114,930	125,326	(10,396)
Total Revenue	**130,455,373**	**130,465,768**	**(10,396)**
Certificated Salaries	56,750,578	56,890,421	(139,843)
Classified Salaries	4,907,439	3,317,287	1,590,152
Benefits	25,253,537	24,009,479	1,244,058
Books and Supplies	12,340,513	10,716,081	1,624,432
Subagreement Services	10,778,167	13,277,800	(2,499,633)
Operations	2,304,961	2,137,437	167,524
Facilities	1,616,984	1,560,400	56,584
Professional Services	12,678,973	12,207,347	471,626
Depreciation	54,905	59,700	(4,795)
Stipends	0	3,189,871	(3,189,871)
Total Expenses	**126,686,057**	**124,175,952**	**2,510,105**
Total Surplus (Deficit)	**3,769,315**	**6,289,816**	**(2,520,501)**
Beginning Fund Balance (7/1)	16,403,984	19,168,845	(2,764,861)
Ending Fund Balance (6/30)	**20,173,299**	**25,458,661**	**(5,285,361)**

HIGHLIGHTS

Attendance
8,077 enrolled and 7,915 ADA at a 98% attendance rate, in line with budget. Enrollment growth is not yet reflected in revenue.

Revenue
$130.5M, essentially flat to the adopted budget; $10,396 lower on an interest income adjustment.

Expenses
$126.7M, +$2.5M (+2.0%) to budget. Classified salaries and benefits rise $2.8M for 31 new SPED hires, offset by a $2.5M reduction in SPED subagreement services.

Fund Balance: Stipends
A stipend placeholder was inserted, which lowers the beginning fund balance by $2.8M. This will be updated to match our UA's after approval.

Surplus
$3.8M, or 3.0% of expenses, against 5.1% budgeted.

Ending Fund Balance
$20.2M, or 15.9% of annual expenses.

Cash
$26.9M as of 7/31; $35.4M projected at year-end, reflecting the Orange County receivable-backed loan recorded from October.

FY27 FORECAST VS. ADOPTED BUDGET

Month 1 of FY26/27: the annual forecast has been updated based on the adopted budget for staffing, service delivery, and stipend decisions made through 8/26.

Line Item	$ Variance	%	Driver
Other Local Revenue	(10,396)	-8%	Interest income adjusted; East West Bank target 10/1/26
Certificated Salaries	(139,843)	-0.2%	16 vacancies cleared, 14 new teacher hires, 19 long-term subs (wage impact TBD, currently ~$70K each)
Classified Salaries	1,590,152	+48%	31 new hires: 29 paraprofessionals, Events Coordinator, Program Specialist, Accounting Manager
Benefits	1,244,058	+5%	Health and retirement captured in full for all new hires; long-term sub benefits package TBD
Books and Supplies	1,624,432	+15%	Software and curriculum licenses increased in anticipation of 8,500 enrolled
Subagreement Services	(2,499,633)	-19%	SPED subagreement reduced $2.5M to offset the transition to in-house SPED services via paraprofessionals
Operations	167,524	+8%	Zoom placeholder; enrollment growth
Facilities	56,584	+4%	Other leases increased 10%; expanded PD opportunities
Professional Services	471,626	+4%	$430K PD placeholder; possible April Super PD
Beginning Fund Balance (7/1)	(2,764,861)	-14%	8/21 stipend placeholder; pending final unaudited FY26 fund balance

BOARD-DESIGNATED SPEND

Additional hot spots - $360,000

Software development & support - $750,000

Legal set aside - $500,000

Total assignments $1,610,000

Surplus with additional spend: $2,159,315 (1.7%)

Ending fund balance: $18,563,299

WATCH ITEMS

- Long-term sub-wage and benefit load is still an estimate (~$70K each, 19 positions).
- Books and supplies are budgeted against 8,500 enrolled; forecast ADA is 7,915. Enrollment to be updated.
- The final unaudited FY26 fund balance is still pending and will move the 7/1 starting point.

ATTENDANCE DATA AND METRICS

8,077	7,915	98.0%	$16,483	$16,006
Count-Day Enrollment	Projected P-1 ADA	Attendance Rate	Revenue per ADA	Expenses per ADA

TOTAL

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	8,077	8,077
ADA	7,914.71	7,914.71
Attend. Rate	98.0%	98.0%
Unduplicated	60.3%	60.3%
Rev per ADA	$16,483	$16,483
Exp per ADA	$16,006	$16,006

SoCal OC

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	4,186	4,186
ADA	4,101.25	4,101.25
Attend. Rate	98.0%	98.0%
Unduplicated	60.3%	60.3%
Rev per ADA	$16,196	$16,196
Exp per ADA	$15,727	$15,727

Central Valley

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	1,087	1,087
ADA	1,064.72	1,064.72
Attend. Rate	98.0%	98.0%
Unduplicated	73.7%	73.7%
Rev per ADA	$18,507	$18,507
Exp per ADA	$17,899	$17,899

NorCal

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	1,832	1,832
ADA	1,795.29	1,795.29
Attend. Rate	98.0%	98.0%
Unduplicated	56.2%	56.2%
Rev per ADA	$16,083	$16,083
Exp per ADA	$15,787	$15,787

North Bay

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	207	207
ADA	203.52	203.52
Attend. Rate	98.3%	98.3%
Unduplicated	62.6%	62.6%
Rev per ADA	$16,789	$16,789
Exp per ADA	$15,831	$15,831

Monterey Bay

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	574	574
ADA	563.02	563.02
Attend. Rate	98.1%	98.1%
Unduplicated	46.9%	46.9%
Rev per ADA	$15,914	$15,914
Exp per ADA	$15,176	$15,176

Central Coast

Enrollment & Per Pupil		
	Forecast	Budget
Avg Enrollment	191	191
ADA	186.90	186.90
Attend. Rate	97.9%	97.9%
Unduplicated	61.2%	61.2%
Rev per ADA	$16,456	$16,456
Exp per ADA	$16,159	$16,159

Per-ADA economics

Revenue per ADA of $16,483 exceeds expenses per ADA of $16,006 by $476. Central Valley is highest at $18,507; Central Coast has the thinnest margin at $297 per ADA.

SB 740 FUNDING DETERMINATION

Non-classroom-based funding determination tests, modeled on the FY27 budget and July actuals. Thresholds: 40% of public revenue to certificated salaries and benefits; 80% to instruction.

School	Certificated %	Cushion / (Shortfall)	Instructional %	Cushion / (Shortfall)	Pupil : Teacher
SoCal OC	69.7%	19,706,021	80.3%	202,064	16.20 : 1
Central Valley	68.4%	5,600,375	81.5%	290,901	18.45 : 1
NorCal	68.9%	8,344,657	82.2%	636,985	21.03 : 1
North Bay	67.6%	941,561	77.7%	(78,032)	19.67 : 1
Monterey Bay	68.4%	2,546,586	78.7%	(114,183)	21.40 : 1
Central Coast	70.3%	932,140	80.9%	27,108	19.28 : 1

BELOW THE 80% TEST - Monitor

North Bay (77.7%) and Monterey Bay (78.7%) are modeled below the 80% instructional threshold, a combined $192K shortfall. Both comfortably clear the 40% certificated test.

Recommend reviewing object-code classification at both sites before the determination is filed; a portion of the shortfall is likely coding rather than spend.

TERM RENEWALS

SoCal - Orange County will file a first-year determination based on the budget and then on actuals.

Their compliance is a high priority.

REVENUE

FY27 revenue forecast of $130.5M against 7,915 ADA, essentially flat to the adopted budget.

TOTAL

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 112,818,321	$ 112,818,321	$ -
Federal Revenue	2,341,168	2,341,168	-
Other State Revenue	15,180,953	15,180,953	-
Other Local Revenue	114,930	125,326	(10,396)
Total Revenue	**$ 130,455,373**	**$ 130,465,768**	**$ (10,396)**

REVENUE MIX

State Aid-Rev Limit
$112.8M · 86.5%

Federal Revenue
$2.3M · 1.8%

Other State Revenue
$15.2M · 11.6%

Other Local Revenue
$0.1M · 0.1%

NOTES

- State aid is 86.5% of total revenue.
- Enrollment growth above 8,077 is not yet built into the forecast.
- July receipts of $415,461 reflect first-month apportionment timing; the Orange County charter has no July state aid.

REVENUE BY SCHOOL

SoCal OC

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 58,423,384	$ 58,423,384	$ -
Federal Revenue	1,093,616	1,093,616	-
Other State Revenue	6,877,796	6,877,796	-
Other Local Revenue	29,766	32,472	(2,706)
Total Revenue	**$ 66,424,562**	**$ 66,427,268**	**$ (2,706)**

North Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 2,898,385	$ 2,898,385	$ -
Federal Revenue	75,317	75,317	-
Other State Revenue	440,235	440,235	-
Other Local Revenue	2,930	3,186	(256)
Total Revenue	**$ 3,416,867**	**$ 3,417,124**	**$ (256)**

Central Valley

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 16,657,447	$ 16,657,447	$ -
Federal Revenue	377,165	377,165	-
Other State Revenue	2,656,827	2,656,827	-
Other Local Revenue	12,954	14,090	(1,135)
Total Revenue	**$ 19,704,394**	**$ 19,705,529**	**$ (1,135)**

Monterey Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	$ 7,663,018	$ 7,663,018	$ -
Federal Revenue	158,036	158,036	-
Other State Revenue	1,124,654	1,124,654	-
Other Local Revenue	13,989	15,261	(1,272)
Total Revenue	**$ 8,959,698**	**$ 8,960,969**	**$ (1,272)**

NorCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 24,501,857	$ 24,501,857	$ -
Federal Revenue	587,009	587,009	-
Other State Revenue	3,759,679	3,759,679	-
Other Local Revenue	25,721	28,060	(2,338)
Total Revenue	**$ 28,874,266**	**$ 28,876,604**	**$ (2,338)**

Central Coast

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	$ 2,674,230	$ 2,674,230	$ -
Federal Revenue	50,025	50,025	-
Other State Revenue	321,761	321,761	-
Other Local Revenue	29,569	32,257	(2,688)
Total Revenue	**$ 3,075,585**	**$ 3,078,273**	**$ (2,688)**

EXPENSES

FY27 expenses forecast at $126.7M, $2.5M above the adopted budget. July spend of $13.0M is front-loaded by annual curriculum, software and facility commitments.

TOTAL

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 56,750,578	$ 56,890,421	$ 139,843
Classified Salaries	4,907,439	3,317,287	(1,590,152)
Benefits	25,253,537	24,009,479	(1,244,058)
Books and Supplies	12,340,513	10,716,081	(1,624,432)
Subagreement Services	10,778,167	13,277,800	2,499,633
Operations	2,304,961	2,137,437	(167,524)
Facilities	1,616,984	1,560,400	(56,584)
Professional Services	12,678,973	12,207,347	(471,626)
Depreciation	54,905	59,700	4,795
Total Expenses	**$ 126,686,058**	**$ 124,175,952**	**$ (2,510,105)**

LARGEST FY27 LINES

Certificated Salaries
$56.8M · 44.8%

Benefits
$25.3M · 19.9%

Professional Services
$12.7M · 10.0%

Books and Supplies
$12.3M · 9.7%

Subagreement Services
$10.8M · 8.5%

JULY DRIVERS

- Books and supplies of $4.5M, 36.8% of the annual line, posted in July for curriculum and software renewals.
- Facilities of $609K cover BTS lease payments.
- Subagreement services are effectively nil as SPED moves in-house.

EXPENSES BY SCHOOL

SoCal OC

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 29,385,453	$ 29,725,001	$ 339,548
Classified Salaries	2,634,942	1,698,011	(936,931)
Benefits	12,705,916	12,075,230	(630,686)
Books and Supplies	5,662,080	5,552,869	(109,211)
Subagreement Services	5,582,379	6,881,556	1,299,177
Operations	1,198,124	1,107,404	(90,720)
Facilities	840,091	808,570	(31,521)
Professional Services	6,462,029	6,140,318	(321,711)
Depreciation	28,517	30,935	2,419
Total Expenses	**$ 64,499,530**	**$ 64,019,894**	**$ (479,636)**

Central Valley

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 8,376,384	$ 7,592,579	$ (783,805)
Classified Salaries	695,604	452,105	(243,499)
Benefits	3,825,535	3,327,643	(497,891)
Books and Supplies	2,165,236	1,441,579	(723,656)
Subagreement Services	1,590,420	1,785,845	195,425
Operations	336,973	287,587	(49,386)
Facilities	226,835	209,913	(16,923)
Professional Services	1,832,818	1,739,140	(93,677)
Depreciation	8,077	8,031	(46)
Total Expenses	**$ 19,057,882**	**$ 16,844,423**	**$ (2,213,459)**

NorCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 12,388,648	$ 12,773,835	$ 385,186
Classified Salaries	1,028,798	762,319	(266,478)
Benefits	5,608,110	5,533,467	(74,643)
Books and Supplies	3,241,586	2,430,727	(810,860)
Subagreement Services	2,352,213	3,011,211	658,998
Operations	504,154	484,917	(19,237)
Facilities	359,079	353,945	(5,134)
Professional Services	2,847,925	2,810,776	(37,149)
Depreciation	11,946	13,542	1,595
Total Expenses	**$ 28,342,459**	**$ 28,174,739**	**$ (167,721)**

North Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 1,435,794	$ 1,451,289	$ 15,496
Classified Salaries	119,233	86,418	(32,815)
Benefits	679,762	659,701	(20,061)
Books and Supplies	276,627	275,552	(1,075)
Subagreement Services	272,613	341,357	68,744
Operations	57,785	54,971	(2,814)
Facilities	41,129	40,124	(1,005)
Professional Services	337,605	329,361	(8,244)
Depreciation	1,385	1,535	151
Total Expenses	**$ 3,221,932**	**$ 3,240,308**	**$ 18,376**

EXPENSES BY SCHOOL

Monterey Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 3,819,316	$ 4,014,913	$ 195,597
Classified Salaries	317,169	239,071	(78,098)
Benefits	1,797,382	1,807,510	10,129
Books and Supplies	735,850	762,299	26,449
Subagreement Services	725,171	944,345	219,174
Operations	153,840	152,075	(1,766)
Facilities	111,722	111,001	(721)
Professional Services	879,988	879,239	(749)
Depreciation	3,683	4,247	564
Total Expenses	**$ 8,544,121**	**$ 8,914,699**	**$ 370,578**

Central Coast

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 1,344,983	$ 1,332,804	$ (12,180)
Classified Salaries	111,693	79,363	(32,330)
Benefits	636,834	605,927	(30,906)
Books and Supplies	259,133	253,055	(6,078)
Subagreement Services	255,372	313,488	58,115
Operations	54,085	50,483	(3,601)
Facilities	38,127	36,848	(1,279)
Professional Services	318,609	308,512	(10,097)
Depreciation	1,297	1,410	113
Total Expenses	**$ 3,020,133**	**$ 2,981,890**	**$ (38,243)**

FUND BALANCE

Year-to-date deficits are a timing position: July carries a full month of payroll and annual commitments against first-month apportionment.

TOTAL

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 3,769,315	$ 6,289,816	$ (2,520,501)
Beginning Fund Balance	16,403,984	16,403,984	
Ending Fund Balance	$ 20,173,300	$ 22,693,799	
	15.9%	18.3%	

Central Valley

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 646,512	$ 2,861,106	$ (2,214,594)
Beginning Fund Balance	8,699,376	8,699,376	
Ending Fund Balance	$ 9,345,888	$ 11,560,482	
As a % of Annual Expenses	49.0%	68.6%	

SoCal OC

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 1,925,032	$ 2,407,374	$ (482,342)
Beginning Fund Balance	-	-	
Ending Fund Balance	$ 1,925,032	$ 2,407,374	
As a % of Annual Expenses	3.0%	3.8%	

North Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 194,935	$ 176,816	$ 18,119
Beginning Fund Balance	1,610,701	1,610,701	
Ending Fund Balance	$ 1,805,636	$ 1,787,517	
As a % of Annual Expenses	56.0%	55.2%	

NorCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 531,807	$ 701,866	$ (170,059)
Beginning Fund Balance	4,988,403	4,988,403	
Ending Fund Balance	$ 5,520,210	$ 5,690,268	
As a % of Annual Expenses	19.5%	20.2%	

Central Coast

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 55,452	$ 96,383	$ (40,931)
Beginning Fund Balance	744,817	744,817	
Ending Fund Balance	$ 800,269	$ 841,200	
As a % of Annual Expenses	26.5%	28.2%	

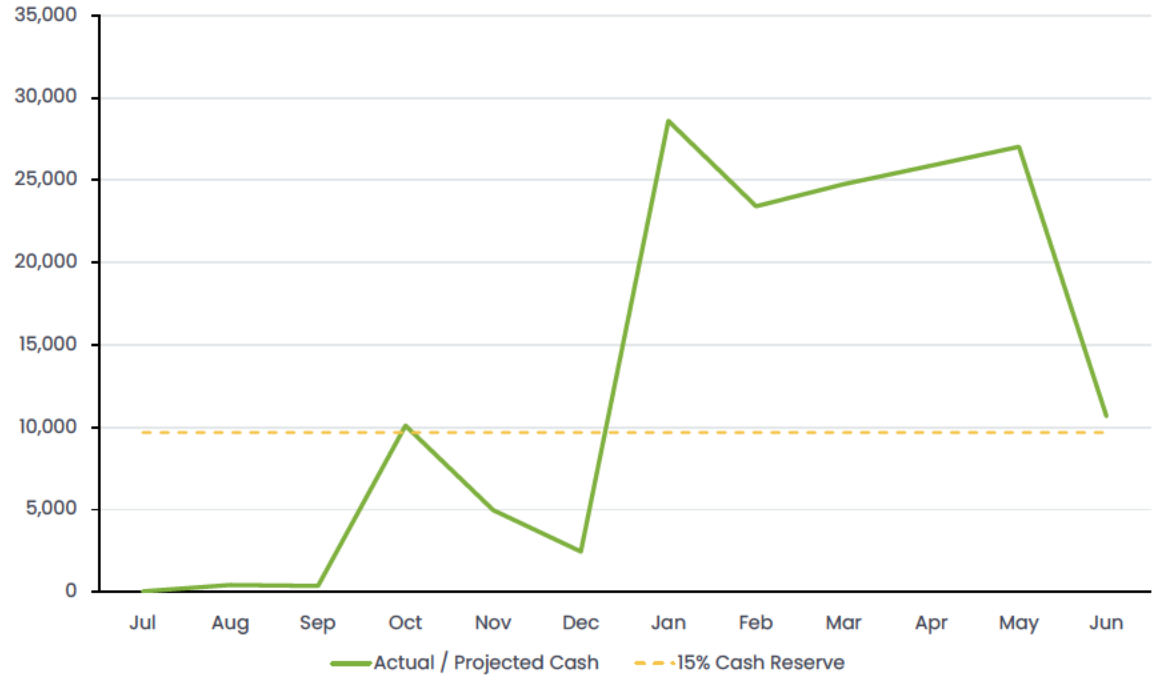
Monterey Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	$ 415,577	$ 46,271	$ 369,306
Beginning Fund Balance	360,687	360,687	
Ending Fund Balance	$ 776,264	$ 406,957	
As a % of Annual Expenses	9.1%	4.6%	

CASH BALANCE: ORANGE COUNTY

The Orange County charter opened 7/1/2026 with no beginning fund balance and no July state aid apportionment.

SoCal OC | Month-End Cash Balance ($000s)



FIRST-YEAR RAMP

Cash opens at $32,522, effectively nil, and the first three months run on minimal balances. Apportionment and the intercompany loan arrive in October, lifting the balance to $10,100,456.

The balance sits below the 15% reserve target of $9,674,929 in 5 of 12 months (Jul, Aug, Sep, Nov, Dec), and closes the year at $10,670,824.

Treasury activity runs through the OCDE account structure approved by board resolution.

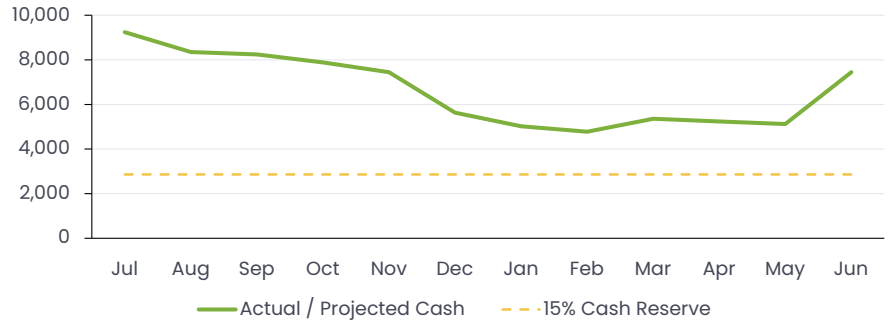
NETWORK VIEW

Consolidated cash of $26,872,488 at 7/31 dips to $21,717,723 in Dec and closes the year at $35,401,121, against a network 15% reserve target of $18,972,639.

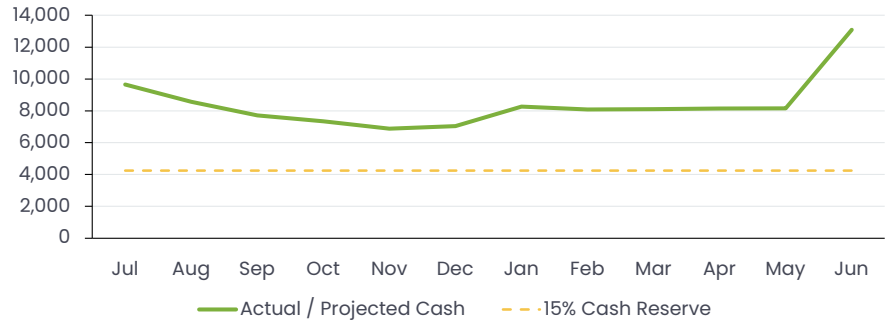
CASH BALANCE

Network cash of $26.9M as of 7/31/2026; $35.4M projected at year-end. Charts show month-end balances in $000s against each school's 15% reserve target.

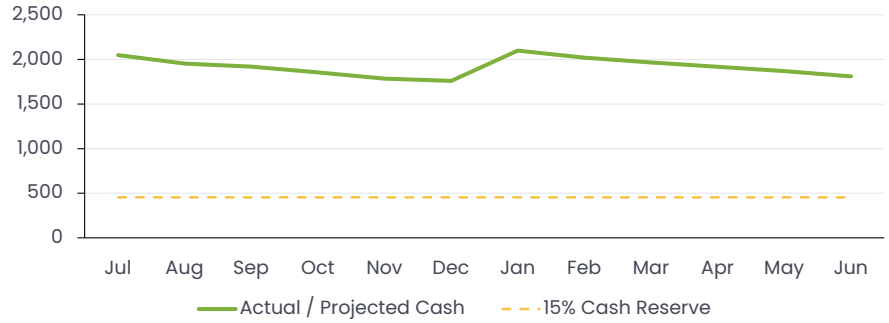
Central Valley | Month-End Cash Balance ($000s)



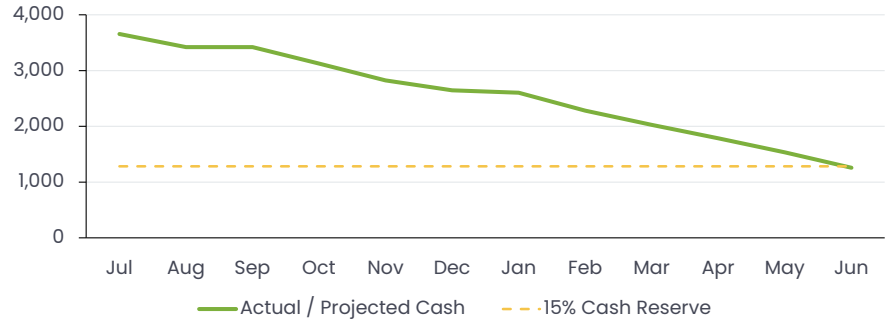
NorCal | Month-End Cash Balance ($000s)



North Bay | Month-End Cash Balance ($000s)

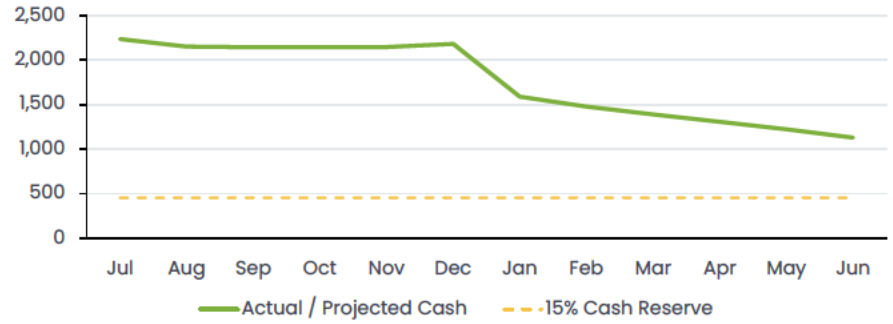


Monterey Bay | Month-End Cash Balance ($000s)

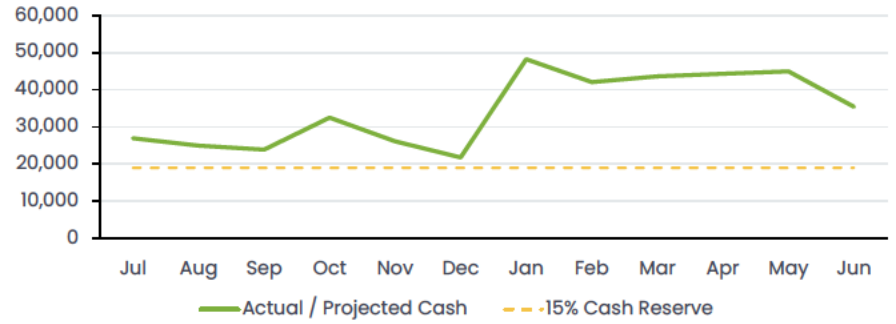


CASH BALANCE

Central Coast | Month-End Cash Balance ($000s)



CalOPS TOTAL | Month-End Cash Balance ($000s)



NETWORK LIQUIDITY

Consolidated cash opens the year at $26.9M, troughs at $21.7M in Dec, and closes at $35.4M against a 15% reserve target of $19.0M.

The October step-up is the receivable-backed loan supporting Orange County's first year of operations. Setting that aside, of the five continuing schools, only Monterey Bay (Jun) falls below its own reserve target.

APPENDIX

- Monthly Cash Flow / Forecast FY26-27
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- AP Aging
- Monthly Check Register (July)

Supporting schedules from the July close package for each of the six charters.

Questions on any schedule can be directed to the Charter Impact client finance team.

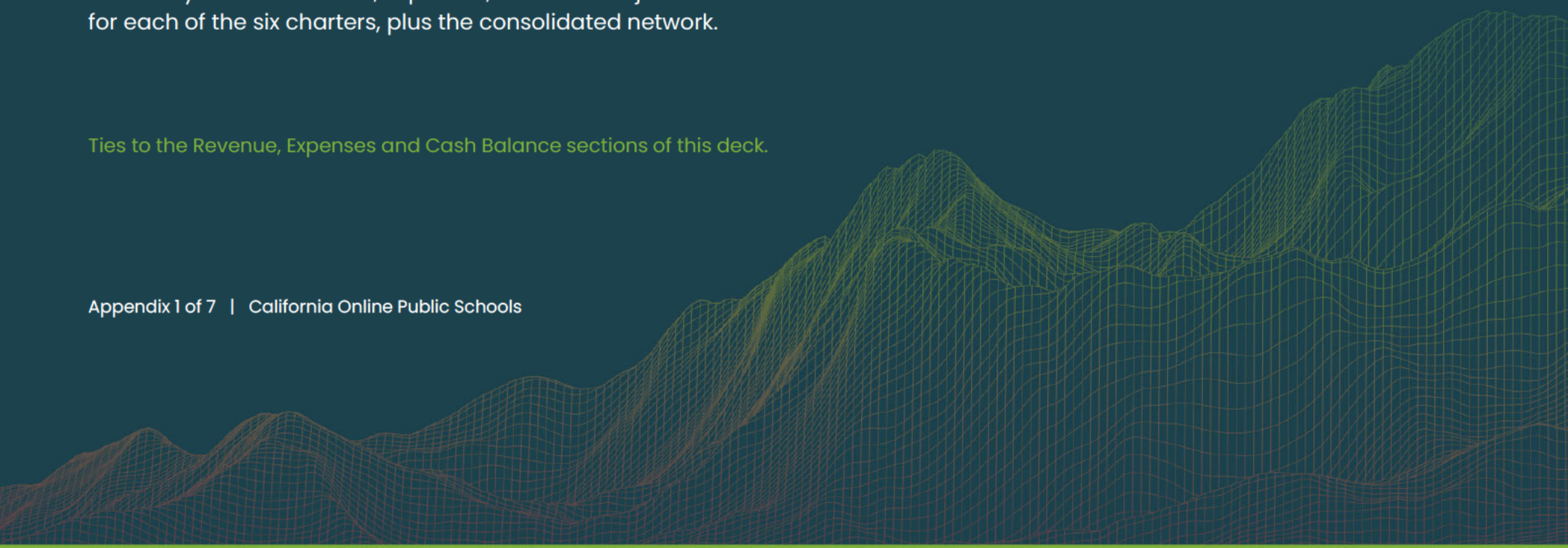
MONTHLY CASH FLOW

FY26-27 monthly cash flow and forecast

Month-by-month revenue, expenses, cash flow adjustments and month-end cash for each of the six charters, plus the consolidated network.

Ties to the Revenue, Expenses and Cash Balance sections of this deck.

Appendix 1 of 7 | California Online Public Schools



CHARTER IMPACT

FY26-27 CalOps

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 7914.69

Does not account for full expenditure of specialty funds in FY26

Considerations for FY26

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA = 7914.71	
State Aid - Revenue Limit																	
8011	LCFF State Aid	70,449	1,968,849	1,968,849	3,543,928	3,543,928	3,543,928	35,145,209	3,543,928	8,869,238	8,869,238	8,869,238	8,869,238	4,079,511	**92,885,530**	92,885,530	-
8012	Education Protection Account	-	-	1,110,893	-	-	1,110,893	-	-	1,110,893	-	-	-	5,900,573	**9,233,253**	9,233,253	-
8096	In Lieu of Property Taxes	92,446	627,671	1,255,342	103,523	103,523	103,523	-	-	-	-	-	-	8,413,510	**10,699,538**	10,699,538	-
		162,895	2,596,520	4,335,085	3,647,451	3,647,451	4,758,344	35,145,209	3,543,928	9,980,131	8,869,238	8,869,238	8,869,238	18,393,594	**112,818,321**	**112,818,321**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	412,860	**412,860**	412,860	-
8290	Title I, Part A - Basic Low Income	-	-	-	167,911	-	-	167,911	-	-	-	167,911	-	1,074,508	**1,578,241**	1,578,240	1
8291	Title II, Part A - Teacher Quality	-	-	-	22,301	-	-	22,301	-	-	-	22,301	-	137,709	**204,613**	204,614	(1)
8294	Title IV	-	-	-	12,140	-	-	12,140	-	-	-	12,140	-	109,035	**145,455**	145,455	(0)
		-	-	-	202,352	-	-	202,352	-	-	-	202,352	-	1,734,112	**2,341,168**	**2,341,169**	**(1)**
Other State Revenue																	
8311	State Special Education	251,725	250,820	250,820	451,475	451,475	451,475	451,475	451,475	1,518,992	1,518,992	1,518,992	1,518,992	1,518,992	**10,605,698**	10,605,698	(0)
8550	Mandated Cost	-	-	-	-	-	150,986	-	-	-	-	-	-	-	**150,986**	150,986	(0)
8560	State Lottery	-	-	-	-	-	-	254,563	-	-	254,563	-	-	1,643,674	**2,152,800**	2,152,800	0
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8599	Other State Revenue	793	25,723	25,723	485,555	46,301	46,301	485,555	46,301	46,301	485,555	46,301	46,301	484,762	**2,271,469**	2,271,469	0
		252,518	276,542	276,542	937,030	497,776	648,762	1,191,593	497,776	1,565,293	2,259,109	1,565,293	1,565,293	3,647,427	**15,180,953**	**15,180,953**	**0**
Other Local Revenue																	
8660	Interest Revenue	48	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	-	**114,930**	97,266	17,664
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	28,060	(28,060)
		48	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	-	**114,930**	**125,326**	**(10,396)**
Total Revenue		**415,461**	**2,883,506**	**4,622,071**	**4,797,277**	**4,155,671**	**5,417,550**	**36,549,598**	**4,052,148**	**11,555,867**	**11,138,791**	**10,647,326**	**10,444,974**	**23,775,133**	**130,455,373**	**130,465,769**	**(10,396)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	3,524,540	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	3,465,157	-	**41,641,266**	45,187,541	3,546,275
1175	Teachers' Extra Duty/Stipends	48,893	156,448	156,448	156,448	156,448	156,448	156,448	156,448	156,448	156,448	156,448	156,448	-	**1,769,822**	1,877,377	107,555
1200	Pupil Support Salaries	528,481	642,827	642,827	642,827	642,827	642,827	642,827	642,827	642,827	642,827	642,827	642,827	-	**7,599,582**	5,599,239	(2,000,343)
1300	Administrators' Salaries	361,306	374,221	374,221	374,221	374,221	374,221	374,221	374,221	374,221	374,221	374,221	374,221	-	**4,477,732**	4,226,265	(251,467)
		4,463,221	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	4,753,396	-	**56,750,578**	**56,890,422**	**139,844**
Classified Salaries															**-**	-	-
2200	Support Salaries	13,867	176,551	176,551	176,551	176,551	176,551	176,551	176,551	176,551	176,551	176,551	176,551	-	**1,955,926**	248,164	(1,707,762)
2300	Classified Administrators' Salaries	100,451	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	-	**1,272,980**	1,763,523	490,543
2400	Clerical and Office Staff Salaries	133,523	140,455	140,455	140,455	140,455	140,455	140,455	140,455	140,455	140,455	140,455	140,455	-	**1,678,532**	1,305,602	(372,930)
		247,841	423,600	423,600	423,600	423,600	423,600	423,600	423,600	423,600	423,600	423,600	423,600	-	**4,907,439**	**3,317,289**	**(1,590,150)**
Benefits															**-**	-	-
3101	STRS	782,723	912,541	912,541	912,541	912,541	912,541	912,541	912,541	912,541	912,541	912,541	912,541	-	**10,820,673**	10,871,500	50,827
3301	OASDI	31,240	54,408	54,408	54,408	54,408	54,408	54,408	54,408	54,408	54,408	54,408	54,408	-	**629,727**	411,344	(218,383)
3311	Medicare	65,676	75,634	75,634	75,634	75,634	75,634	75,634	75,634	75,634	75,634	75,634	75,634	-	**897,646**	873,425	(24,221)
3401	Health and Welfare	786,454	780,457	780,457	780,457	780,457	780,457	780,457	780,457	780,457	780,457	780,457	780,457	-	**9,371,485**	8,386,485	(985,000)
3501	State Unemployment	1,293	27,661	27,661	27,661	27,661	27,661	138,303	110,642	55,321	27,661	27,661	27,661	-	**526,844**	515,154	(11,690)
3601	Workers' Compensation	36,394	73,026	73,026	73,026	73,026	73,026	73,026	73,026	73,026	73,026	73,026	73,026	-	**839,676**	843,306	3,630
3901	Other Benefits	159,281	182,564	182,564	182,564	182,564	182,564	182,564	182,564	182,564	182,564	182,564	182,564	-	**2,167,486**	2,108,265	(59,221)
		1,863,060	2,106,290	2,106,290	2,106,290	2,106,290	2,106,290	2,216,933	2,189,272	2,133,951	2,106,290	2,106,290	2,106,290	-	**25,253,537**	**24,009,479**	**(1,244,058)**
Books and Supplies															**-**	-	-
4100	Textbooks and Core Curricula	2,179,741	651,261	651,261	651,261	576,695	141,675	134,219	126,762	119,305	111,849	104,392	96,936	-	**5,545,358**	4,674,100	(871,258)
4200	Books and Other Materials	-	1,180	1,180	1,180	1,180	-	-	-	-	-	-	-	-	**4,720**	5,900	1,180
4302	School Supplies	-	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	-	**220,642**	240,699	20,057
4305	Software	2,303,036	250,763	250,763	250,763	206,198	201,742	197,285	192,829	188,372	183,916	179,459	175,003	-	**4,580,129**	3,839,380	(740,749)
4310	Office Expense	85	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	-	**141,068**	153,800	12,732
4311	Business Meals	555	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	-	**51,613**	55,699	4,086
4400	Noncapitalized Equipment	62,300	275,868	275,868	275,868	226,515	221,580	88,835	83,900	78,965	74,030	69,094	64,159	-	**1,796,982**	1,746,500	(50,482)
		4,545,717	1,216,589	1,216,589	1,216,589	1,048,105	602,513	457,856	441,008	424,159	407,311	390,463	373,614	-	**12,340,513**	**10,716,078**	**(1,624,435)**

FY26-27 CalOps

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: *7/31/2026*

ADA = 7914.69

Does not account for full expenditure of specialty funds in FY26

Considerations for FY26

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services															-	-	-
5102	Special Education	367	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	-	**10,474,667**	12,974,300	2,499,633
5103	Substitute Teacher	-	236	236	236	236	236	236	236	236	236	236	236	-	**2,600**	2,600	-
5105	Security	-	327	327	327	327	327	327	327	327	327	327	327	-	**3,600**	3,600	(0)
5106	Other Educational Consultants	-	-	29,730	29,730	29,730	29,730	29,730	29,730	29,730	29,730	29,730	29,730	-	**297,300**	297,301	1
		367	952,773	982,503	982,503	982,503	982,503	982,503	982,503	982,503	982,503	982,503	982,503	-	**10,778,167**	**13,277,801**	**2,499,634**
Operations and Housekeeping		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5201	Auto and Travel	13,654	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	-	**517,654**	504,001	(13,653)
5300	Dues & Memberships	91,691	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	-	**373,749**	307,700	(66,049)
5400	Insurance	31,172	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	-	**395,914**	397,900	1,986
5501	Utilities	306	933	933	933	933	933	933	933	933	933	933	933	-	**10,573**	11,200	627
5502	Janitorial Services	1,644	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	-	**25,294**	25,799	505
5516	Miscellaneous Expense	-	-	34	34	34	34	34	34	34	34	34	34	-	**338**	179	(159)
5900	Communications	161,439	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	-	**957,289**	868,200	(89,089)
5901	Postage and Shipping	1,851	-	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	-	**24,151**	22,299	(1,852)
		301,757	180,052	182,315	182,315	182,315	182,315	182,315	182,315	182,315	182,315	182,315	182,315	-	**2,304,961**	**2,137,278**	**(167,683)**
Facilities, Repairs and Other Leases		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5601	Rent	37,379	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	-	**504,970**	510,100	5,130
5602	Additional Rent	7,180	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	-	**239,463**	253,401	13,938
5603	Equipment Leases	984	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	-	**18,217**	18,799	582
5604	Other Leases	563,146	14,165	14,165	14,165	14,165	14,165	14,165	14,165	14,165	56,661	56,661	56,661	-	**846,450**	769,500	(76,950)
5610	Repairs and Maintenance	-	717	717	717	717	717	717	717	717	717	717	717	-	**7,883**	8,600	717
		608,689	80,074	80,074	80,074	80,074	80,074	80,074	80,074	80,074	122,569	122,569	122,569	-	**1,616,984**	**1,560,400**	**(56,584)**
Professional/Consulting Services		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5801	IT	232,766	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	-	**3,820,324**	3,913,700	93,376
5802	Audit & Taxes	-	-	-	32,633	32,633	32,633	-	-	-	-	-	-	-	**97,900**	97,900	(0)
5803	Legal	6,953	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	-	**854,411**	924,501	70,090
5804	Professional Development	310,444	-	67,948	67,948	73,242	67,948	67,948	67,948	67,948	83,015	67,948	67,948	-	**1,010,282**	582,800	(427,482)
5805	General Consulting	163,490	-	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	-	**658,090**	494,600	(163,490)
5806	Special Activities/Field Trips	7,429	-	-	-	-	187,900	187,900	187,900	-	-	-	-	-	**571,129**	563,701	(7,428)
5807	Bank Charges	295	-	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	-	**23,995**	23,700	(295)
5808	Printing	-	-	20	20	20	20	20	20	20	20	20	20	-	**200**	200	0
5809	Other taxes and fees	1,303	-	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	-	**55,403**	54,100	(1,303)
5810	Payroll Service Fee	-	375	375	375	375	375	375	375	375	375	375	375	-	**4,125**	4,500	375
5811	Back Office Service Fee	217,443	219,105	219,105	219,105	219,105	219,105	219,105	219,105	219,105	219,105	219,105	219,105	-	**2,627,597**	2,629,407	1,810
5812	District Oversight Fee	-	25,965	43,351	36,475	36,475	47,583	351,452	35,439	99,801	88,692	88,692	88,692	185,565	**1,128,183**	1,128,183	(0)
5814	SPED Encroachment	18,356	7,525	7,525	13,544	13,544	13,544	13,544	13,544	45,570	45,570	45,570	45,570	47,151	**330,557**	330,556	(1)
5815	Public Relations/Recruitment	37,277	-	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	-	**1,496,777**	1,459,499	(37,278)
		995,757	656,153	944,696	976,473	981,767	1,175,482	1,446,717	1,130,704	1,039,192	1,043,151	1,028,083	1,028,083	232,716	**12,678,973**	**12,207,347**	**(471,626)**
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation Expense	180	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**54,905**	59,700	4,795
		180	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**54,905**	**59,700**	**4,795**
Interest		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**13,026,588**	**10,373,900**	**10,694,437**	**10,726,214**	**10,563,025**	**10,311,148**	**10,548,368**	**10,187,847**	**10,024,165**	**10,026,110**	**9,994,194**	**9,977,346**	**232,716**	**126,686,057**	**124,175,794**	**(2,510,263)**
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Monthly Surplus (Deficit)		**(12,611,127)**	**(7,490,394)**	**(6,072,367)**	**(5,928,938)**	**(6,407,354)**	**(4,893,598)**	**26,001,229**	**(6,135,699)**	**1,531,703**	**1,112,681**	**653,133**	**467,629**	**23,542,417**	**3,769,315**	**6,289,975**	**(2,520,660)**
		-	-	-	-	-	-	-	-	-	-	-	-	-	-		

FY26-27 CalOps

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: *7/31/2026*

ADA = 7914.69

Does not account for full expenditure of specialty funds in FY26

Considerations for FY26

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Monthly Surplus (Deficit)	(12,611,127)	(7,490,394)	(6,072,367)	(5,928,938)	(6,407,354)	(4,893,598)	26,001,229	(6,135,699)	1,531,703	1,112,681	653,133	467,629	23,542,417	**3,769,315**		
Cash flows from operating activities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Depreciation/Amortization	17,164	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**71,889**		
Public Funding Receivables	12,390,480	-	-	-	-	552,264	901,380	-	-	-	-	-	(23,775,133)	**(9,931,009)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	10,776,798	5,500,000	5,000,000	15,000,000	-	-	-	-	-	-	-	(10,000,000)	-	**26,276,798**		
Prepaid Expenses	582,696	-	-	-	-	-	-	-	-	-	-	-	-	**582,696**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(768,025)	-	-	-	-	-	-	-	-	-	-	-	232,716	**(535,309)**		
Accrued Expenses	2,161,878	-	-	-	-	-	-	-	-	-	-	-	-	**2,161,878**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	79,764	-	-	(439,254)	-	-	(439,254)	-	-	(439,254)	-	-	(439,254)	**(1,677,251)**		
Cash flows from investing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
	-	-	-	-	-	-	-	-	-	-	-	-				
Total Change in Cash	12,629,628	(1,985,419)	(1,067,392)	8,636,784	(6,402,379)	(4,336,360)	26,468,331	(6,130,724)	1,536,678	678,402	658,108	(9,527,396)				
	-	-	-	-	-	-	-	-	-	-	-	-				
Cash, Beginning of Month	14,242,861	26,872,488	24,887,069	23,819,677	32,456,461	26,054,082	21,717,723	48,186,054	42,055,330	43,592,008	44,270,410	44,928,518				
	-	-	-	-	-	-	-	-	-	-	-	-				
Cash, End of Month	**26,872,488**	**24,887,069**	**23,819,677**	**32,456,461**	**26,054,082**	**21,717,723**	**48,186,054**	**42,055,330**	**43,592,008**	**44,270,410**	**44,928,518**	**35,401,121**				

FY26-27 California Online Public Schools - Central Valley

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1064.72

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 1064.72	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	624,695	624,695	1,124,451	1,124,451	1,124,451	1,124,451	1,124,451	1,161,921	1,161,921	1,161,921	1,161,921	1,161,923	**12,681,252**	12,681,252	-
8011	LCFF State Aid	-	624,695	624,695	1,124,451	1,124,451	1,124,451	1,124,451	1,124,451	1,161,921	1,161,921	1,161,921	1,161,921	1,161,923	**12,681,252**	12,681,252	-
8012	Education Protection Account	-	-	768,395	-	-	768,395	-	-	768,395	-	-	-	768,395	**3,073,579**	3,073,579	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	In Lieu of Property Taxes	-	53,357	106,714	-	-	-	-	-	-	-	-	-	742,545	**902,616**	902,616	-
		-	678,052	1,499,804	1,124,451	1,124,451	1,892,846	1,124,451	1,124,451	1,930,316	1,161,921	1,161,921	1,161,921	2,672,863	**16,657,447**	**16,657,447**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	102,060	**102,060**	102,060	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	57,525	-	-	57,525	-	-	-	57,525	-	57,525	**230,101**	230,101	0
8291	Title II, Part A - Teacher Quality	-	-	-	6,782	-	-	6,782	-	-	-	6,782	-	6,782	**27,129**	27,129	(0)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV, Part A	-	-	-	4,469	-	-	4,469	-	-	-	4,469	-	4,469	**17,875**	17,875	0
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	68,776	-	-	68,776	-	-	-	68,776	-	170,836	**377,165**	**377,165**	**0**
Other State Revenue																	
8311	State Special Education	70,282	70,282	70,282	126,508	126,508	126,508	126,508	126,508	116,667	116,667	116,667	116,667	116,667	**1,426,725**	1,426,725	(0)
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	41,432	-	-	-	-	-	-	-	**41,432**	41,432	(0)
8560	State Lottery	-	-	-	-	-	-	71,331	-	-	71,331	-	-	146,943	**289,605**	289,605	0
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599	Other State Revenue	-	3,460	3,460	213,693	6,229	6,229	213,693	6,229	6,229	213,693	6,229	6,229	213,693	**899,066**	899,066	(0)
		70,282	73,743	73,743	340,202	132,737	174,169	411,533	132,737	122,896	401,692	122,896	122,896	477,303	**2,656,827**	**2,656,828**	**(1)**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	39	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	-	**12,954**	14,090	(1,136)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		39	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	-	**12,954**	**14,090**	**(1,136)**
Total Revenue		**70,321**	**752,969**	**1,574,720**	**1,534,603**	**1,258,362**	**2,068,188**	**1,605,934**	**1,258,362**	**2,054,386**	**1,564,787**	**1,354,768**	**1,285,991**	**3,321,003**	**19,704,394**	**19,705,530**	**(1,136)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	520,219	511,457	511,457	511,457	511,457	511,457	511,457	511,457	511,457	511,457	511,457	511,457	-	**6,146,248**	6,078,848	(67,400)
1170	Teachers' Substitute Hours	-	16,936	16,936	16,936	16,936	16,936	16,936	16,936	16,936	16,936	16,936	16,936	-	**186,297**	-	(186,297)
1175	Teachers' Extra Duty/Stipends	7,219	23,092	23,092	23,092	23,092	23,092	23,092	23,092	23,092	23,092	23,092	23,092	-	**261,228**	252,554	(8,674)
1200	Pupil Support Salaries	78,003	94,881	94,881	94,881	94,881	94,881	94,881	94,881	94,881	94,881	94,881	94,881	-	**1,121,698**	738,882	(382,816)
1300	Administrators' Salaries	53,329	55,235	55,235	55,235	55,235	55,235	55,235	55,235	55,235	55,235	55,235	55,235	-	**660,913**	522,295	(138,618)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		658,770	701,601	701,601	701,601	701,601	701,601	701,601	701,601	701,601	701,601	701,601	701,601	-	**8,376,384**	**7,592,579**	**(783,805)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	2,047	26,059	26,059	26,059	26,059	26,059	26,059	26,059	26,059	26,059	26,059	26,059	-	**288,695**	33,574	(255,121)
2300	Classified Administrators'	14,826	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	-	**187,891**	233,689	45,798
2400	Clerical and Office Staff Salaries	19,708	18,119	18,119	18,119	18,119	18,119	18,119	18,119	18,119	18,119	18,119	18,119	-	**219,018**	184,841	(34,177)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		36,581	59,911	59,911	59,911	59,911	59,911	59,911	59,911	59,911	59,911	59,911	59,911	-	**695,604**	**452,104**	**(243,500)**
Benefits																	
3101	STRS	115,530	134,691	134,691	134,691	134,691	134,691	134,691	134,691	134,691	134,691	134,691	134,691	-	**1,597,132**	1,450,183	(146,949)

FY26-27 California Online Public Schools - Central Valley

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1064.72

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	4,611	7,678	7,678	7,678	7,678	7,678	7,678	7,678	7,678	7,678	7,678	7,678	-	**89,071**	56,061	(33,010)
3311	Medicare	9,694	11,122	11,122	11,122	11,122	11,122	11,122	11,122	11,122	11,122	11,122	11,122	-	**132,041**	116,648	(15,393)
3401	Health and Welfare	116,877	121,439	121,439	121,439	121,439	121,439	121,439	121,439	121,439	121,439	121,439	121,439	-	**1,452,702**	1,203,281	(249,421)
3501	State Unemployment	191	5,898	5,898	5,898	5,898	5,898	29,491	23,593	11,797	5,898	5,898	5,898	-	**112,258**	107,281	(4,977)
3601	Workers' Compensation	5,372	10,739	10,739	10,739	10,739	10,739	10,739	10,739	10,739	10,739	10,739	10,739	-	**123,500**	112,626	(10,874)
3901	Other Benefits	23,510	26,847	26,847	26,847	26,847	26,847	26,847	26,847	26,847	26,847	26,847	26,847	-	**318,830**	281,564	(37,266)
		275,785	318,415	318,415	318,415	318,415	318,415	342,008	336,110	324,313	318,415	318,415	318,415	-	**3,825,535**	**3,327,644**	**(497,891)**
Books and Supplies																	
4100	Textbooks and Core Curricula	321,395	172,474	172,474	172,474	172,474	-	-	-	-	-	-	-	-	**1,011,292**	628,783	(382,509)
4200	Books and Other Materials	-	174	174	174	174	-	-	-	-	-	-	-	-	**697**	794	97
4302	School Supplies	-	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	-	**32,567**	32,380	(187)
4305	Software	305,887	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	-	**825,355**	516,492	(308,863)
4310	Office Expense	-	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	-	**20,809**	20,690	(119)
4311	Business Meals	-	685	685	685	685	685	685	685	685	685	685	685	-	**7,536**	7,493	(43)
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	9,196	51,557	51,557	51,557	51,557	51,557	-	-	-	-	-	-	-	**266,979**	234,948	(32,031)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		636,478	276,967	276,967	276,967	276,967	104,319	52,762	52,762	52,762	52,762	52,762	52,762	-	**2,165,236**	**1,441,580**	**(723,656)**

FY26-27 California Online Public Schools - Central Valley

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1064.72

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	-	1,546,007	1,745,366	199,359
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	48	48	48	48	48	48	48	48	48	48	48	-	531	484	(47)
5106	Other Educational Consultants	-	-	4,388	4,388	4,388	4,388	4,388	4,388	4,388	4,388	4,388	4,388	-	43,881	39,994	(3,887)
		-	140,594	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	-	1,590,420	1,785,844	195,424
Operations and Housekeeping																	
5201	Auto and Travel	945	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	-	75,335	67,801	(7,534)
5300	Dues & Memberships	12,530	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	-	54,162	41,393	(12,769)
5400	Insurance	4,162	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	-	57,998	53,527	(4,471)
5501	Utilities	-	138	138	138	138	138	138	138	138	138	138	138	-	1,515	1,507	(8)
5502	Janitorial Services	-	317	317	317	317	317	317	317	317	317	317	317	-	3,491	3,471	(20)
5516	Miscellaneous Expense	-	-	10	10	10	10	10	10	10	10	10	10	-	103	94	(9)
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	23,610	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	-	141,077	116,794	(24,283)
5901	Postage and Shipping	-	-	329	329	329	329	329	329	329	329	329	329	-	3,291	3,000	(291)
		41,247	26,576	26,915	26,915	26,915	26,915	26,915	26,915	26,915	26,915	26,915	26,915	-	336,973	287,587	(49,386)
Facilities, Repairs and Other Leases																	
5601	Rent	5,517	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	-	74,534	68,621	(5,913)
5602	Additional Rent	441	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	-	34,726	34,089	(637)
5603	Equipment Leases	-	231	231	231	231	231	231	231	231	231	231	231	-	2,544	2,529	(15)
5604	Other Leases	73,077	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	8,158	8,158	8,158	-	113,869	103,517	(10,352)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	106	106	106	106	106	106	106	106	106	106	106	-	1,164	1,157	(7)
		79,035	11,768	11,768	11,768	11,768	11,768	11,768	11,768	11,768	17,886	17,886	17,886	-	226,835	209,913	(16,922)
Professional/Consulting Services																	
5801	IT	33,902	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	-	563,426	526,490	(36,936)
5802	Audit & Taxes	-	-	-	4,817	4,817	4,817	-	-	-	-	-	-	-	14,450	13,170	(1,280)
5803	Legal	62	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	-	165,737	164,726	(1,011)
5804	Professional Development	45,822	-	1,222	1,222	6,516	1,222	1,222	1,222	1,222	16,290	1,222	1,222	-	78,401	78,401	-
5805	General Consulting	18,037	-	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	-	91,040	66,536	(24,504)
5806	Special Activities/Field Trips	-	-	-	-	-	27,734	27,734	27,734	-	-	-	-	-	83,202	75,832	(7,370)
5807	Bank Charges	60	-	350	350	350	350	350	350	350	350	350	350	-	3,558	3,188	(370)
5808	Printing	-	-	3	3	3	3	3	3	3	3	3	3	-	30	27	(3)
5809	Other taxes and fees	-	-	799	799	799	799	799	799	799	799	799	799	-	7,985	7,278	(707)
5810	Payroll Service Fee	-	55	55	55	55	55	55	55	55	55	55	55	-	609	605	(4)
5811	Management Fee	29,770	32,841	32,841	32,841	32,841	32,841	32,841	32,841	32,841	32,841	32,841	32,841	-	391,017	394,111	3,094
5812	District Oversight Fee	-	6,781	14,998	11,245	11,245	18,928	11,245	11,245	19,303	11,619	11,619	11,619	26,729	166,574	166,574	(0)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	2,318	2,108	2,108	3,795	3,795	3,795	3,795	3,795	3,500	3,500	3,500	3,500	6,352	45,864	45,864	0
5815	Public Relations/Recruitment	5,503	-	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	-	220,925	196,339	(24,586)
		135,474	104,985	144,418	147,168	152,462	182,586	170,085	170,085	150,115	157,498	142,431	142,431	33,081	1,832,818	1,739,141	(93,677)
Depreciation																	
6900	Depreciation Expense	-	734	734	734	734	734	734	734	734	734	734	734	-	8,077	8,031	(46)
		-	734	734	734	734	734	734	734	734	734	734	734	-	8,077	8,031	(46)
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		1,863,370	1,641,551	1,685,712	1,688,462	1,693,756	1,551,231	1,510,767	1,504,869	1,473,102	1,480,706	1,465,638	1,465,638	33,081	19,057,882	16,844,423	(2,213,459)
Monthly Surplus (Deficit)		(1,793,049)	(888,582)	(110,991)	(153,859)	(435,394)	516,957	95,167	(246,507)	581,284	84,081	(110,871)	(179,647)	3,287,922	646,512	2,861,107	(2,214,595)

FY26-27 California Online Public Schools - Central Valley

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1064.72

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(1,793,049)	(888,582)	(110,991)	(153,859)	(435,394)	516,957	95,167	(246,507)	581,284	84,081	(110,871)	(179,647)	3,287,922	**646,512**		
Cash flows from operating activities																
Depreciation/Amortization	-	734	734	734	734	734	734	734	734	734	734	734	-	**8,077**		
Public Funding Receivables	4,610,413	-	-	-	-	167,320	(500,286)	-	-	-	-	-	(3,321,003)	**956,444**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	1,869,374	-	-	-	-	(2,500,000)	-	-	-	-	-	2,500,000	-	**1,869,374**		
Prepaid Expenses	163,780	-	-	-	-	-	-	-	-	-	-	-	-	**163,780**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(247,670)	-	-	-	-	-	-	-	-	-	-	-	33,081	**(214,589)**		
Accrued Expenses	(9,187)	-	-	-	-	-	-	-	-	-	-	-	-	**(9,187)**		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	32,326	-	-	(207,465)	-	-	(207,465)	-	-	(207,465)	-	-	(207,465)	**(797,533)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	4,625,987	(887,848)	(110,257)	(360,589)	(434,660)	(1,814,989)	(611,849)	(245,773)	582,019	(122,649)	(110,136)	2,321,087				
Cash, Beginning of Month	4,617,622	9,243,609	8,355,761	8,245,504	7,884,915	7,450,255	5,635,266	5,023,417	4,777,645	5,359,663	5,237,014	5,126,878				
Cash, End of Month	**9,243,609**	**8,355,761**	**8,245,504**	**7,884,915**	**7,450,255**	**5,635,266**	**5,023,417**	**4,777,645**	**5,359,663**	**5,237,014**	**5,126,878**	**7,447,965**				

Cert.	Instr.
68.4%	81.5%
5,600,375	290,901

Pupil:Teacher Ratio
18.45 :1

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

Update the FY26-27 Tab Col U to hardcode adopted budget attached

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1795.28

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 1795.29	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	1,012,752	1,012,752	1,822,954	1,822,954	1,822,954	1,822,954	1,822,954	1,897,449	1,897,449	1,897,449	1,897,449	(2,892,232)	**15,837,836**	15,837,836	-
8011	LCFF State Aid	-	1,012,752	1,012,752	1,822,954	1,822,954	1,822,954	1,822,954	1,822,954	1,897,449	1,897,449	1,897,449	1,897,449	(2,892,232)	**15,837,836**	15,837,836	-
8012	Education Protection Account	-	-	89,764	-	-	89,764	-	-	89,764	-	-	-	4,879,445	**5,148,737**	5,148,737	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	In Lieu of Property Taxes	-	207,108	414,217	-	-	-	-	-	-	-	-	-	2,893,959	**3,515,284**	3,515,284	-
		-	1,219,861	1,516,733	1,822,954	1,822,954	1,912,718	1,822,954	1,822,954	1,987,213	1,897,449	1,897,449	1,897,449	4,881,171	**24,501,857**	**24,501,857**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	210,980	**210,980**	210,980	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	76,699	-	-	76,699	-	-	-	76,699	-	76,699	**306,798**	306,798	(0)
8291	Title II, Part A - Teacher Quality	-	-	-	10,987	-	-	10,987	-	-	-	10,987	-	10,987	**43,948**	43,948	(0)
8293	Title III - Limited English	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-
8294	Title IV, Part A	-	-	-	-	-	-	-	-	-	-	-	-	25,284	**25,284**	25,284	(0)
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	87,686	-	-	87,686	-	-	-	87,686	-	323,950	**587,009**	**587,010**	**(1)**
Other State Revenue																	
8311	State Special Education	118,507	118,112	118,112	212,601	212,601	212,601	212,601	212,601	197,588	197,588	197,588	197,588	197,588	**2,405,675**	2,405,675	0
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	70,430	-	-	-	-	-	-	-	**70,430**	70,430	0
8560	State Lottery	-	-	-	-	-	-	119,875	-	-	119,875	-	-	248,570	**488,319**	488,319	0
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599	Other State Revenue	-	5,835	5,835	180,143	10,502	10,502	180,143	10,502	10,502	180,143	10,502	10,502	180,143	**795,254**	795,254	0
		118,507	123,946	123,946	392,744	223,104	293,534	512,619	223,104	208,090	497,605	208,090	208,090	626,300	**3,759,679**	**3,759,678**	**1**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	-	**25,721**	-	25,721
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,060	(28,060)
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	-	**25,721**	**28,060**	**(2,339)**
Total Revenue		**118,507**	**1,346,145**	**1,643,018**	**2,305,723**	**2,048,396**	**2,208,590**	**2,425,597**	**2,048,396**	**2,197,641**	**2,397,392**	**2,195,563**	**2,107,877**	**5,831,421**	**28,874,266**	**28,876,605**	**(2,339)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	769,405	756,444	756,444	756,444	756,444	756,444	756,444	756,444	756,444	756,444	756,444	756,444	-	**9,090,286**	10,249,881	1,159,595
1170	Teachers' Substitute Hours	-	25,048	25,048	25,048	25,048	25,048	25,048	25,048	25,048	25,048	25,048	25,048	-	**275,533**	-	(275,533)
1175	Teachers' Extra Duty/Stipends	10,673	34,153	34,153	34,153	34,153	34,153	34,153	34,153	34,153	34,153	34,153	34,153	-	**386,352**	425,845	39,493
1200	Pupil Support Salaries	115,367	140,329	140,329	140,329	140,329	140,329	140,329	140,329	140,329	140,329	140,329	140,329	-	**1,658,988**	1,217,437	(441,551)
1300	Administrators' Salaries	78,873	81,692	81,692	81,692	81,692	81,692	81,692	81,692	81,692	81,692	81,692	81,692	-	**977,489**	880,671	(96,818)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		974,318	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	1,037,666	-	**12,388,648**	**12,773,834**	**385,186**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	3,027	38,541	38,541	38,541	38,541	38,541	38,541	38,541	38,541	38,541	38,541	38,541	-	**426,979**	56,612	(370,367)
2300	Classified Administrators'	21,929	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	-	**277,892**	394,037	116,145
2400	Clerical and Office Staff Salaries	29,148	26,798	26,798	26,798	26,798	26,798	26,798	26,798	26,798	26,798	26,798	26,798	-	**323,927**	311,671	(12,256)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		54,104	88,609	88,609	88,609	88,609	88,609	88,609	88,609	88,609	88,609	88,609	88,609	-	**1,028,798**	**762,320**	**(266,478)**
Benefits																	
3101	STRS	170,868	199,208	199,208	199,208	199,208	199,208	199,208	199,208	199,208	199,208	199,208	199,208	-	**2,362,153**	2,445,233	83,080

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

Update the FY26-27 Tab Col U to hardcode adopted budget attached

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1795.28

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	6,819	11,356	11,356	11,356	11,356	11,356	11,356	11,356	11,356	11,356	11,356	11,356	-	**131,735**	94,528	(37,207)
3311	Medicare	14,337	16,450	16,450	16,450	16,450	16,450	16,450	16,450	16,450	16,450	16,450	16,450	-	**195,288**	196,687	1,399
3401	Health and Welfare	172,959	179,932	179,932	179,932	179,932	179,932	179,932	179,932	179,932	179,932	179,932	179,932	-	**2,152,214**	2,024,869	(127,345)
3501	State Unemployment	283	5,907	5,907	5,907	5,907	5,907	29,535	23,628	11,814	5,907	5,907	5,907	-	**112,515**	107,486	(5,029)
3601	Workers' Compensation	7,945	15,883	15,883	15,883	15,883	15,883	15,883	15,883	15,883	15,883	15,883	15,883	-	**182,656**	189,904	7,248
3901	Other Benefits	34,771	39,707	39,707	39,707	39,707	39,707	39,707	39,707	39,707	39,707	39,707	39,707	-	**471,549**	474,761	3,212
		407,982	468,443	468,443	468,443	468,443	468,443	492,071	486,164	474,350	468,443	468,443	468,443	-	**5,608,110**	**5,533,468**	**(74,642)**
Books and Supplies																	
4100	Textbooks and Core Curricula	475,767	255,089	255,089	255,089	255,089	-	-	-	-	-	-	-	-	**1,496,123**	1,060,225	(435,898)
4200	Books and Other Materials	-	258	258	258	258	-	-	-	-	-	-	-	-	**1,030**	1,338	308
4302	School Supplies	-	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	-	**48,166**	54,598	6,432
4305	Software	491,066	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	-	**1,259,358**	870,886	(388,472)
4310	Office Expense	85	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	-	**30,862**	34,886	4,024
4311	Business Meals	40	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	-	**11,186**	12,634	1,448
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	13,600	76,252	76,252	76,252	76,252	76,252	-	-	-	-	-	-	-	**394,861**	396,158	1,297
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		980,558	409,633	409,633	409,633	409,633	154,287	78,035	78,035	78,035	78,035	78,035	78,035	-	**3,241,586**	**2,430,725**	**(810,861)**

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

Update the FY26-27 Tab Col U to hardcode adopted budget attached

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1795.28

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	(13)	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	-	**2,286,527**	2,942,958	656,431
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	71	71	71	71	71	71	71	71	71	71	71	-	**786**	817	31
5106	Other Educational Consultants	-	-	6,490	6,490	6,490	6,490	6,490	6,490	6,490	6,490	6,490	6,490	-	**64,901**	67,437	2,536
		(13)	207,939	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	-	**2,352,213**	**3,011,212**	**658,999**
Operations and Housekeeping																	
5201	Auto and Travel	5,708	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	-	**115,731**	114,322	(1,409)
5300	Dues & Memberships	18,533	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	-	**80,106**	69,796	(10,310)
5400	Insurance	6,813	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	-	**86,436**	90,256	3,820
5501	Utilities	306	204	204	204	204	204	204	204	204	204	204	204	-	**2,547**	2,540	(7)
5502	Janitorial Services	287	469	469	469	469	469	469	469	469	469	469	469	-	**5,450**	5,852	402
5516	Miscellaneous Expense	-	-	15	15	15	15	15	15	15	15	15	15	-	**153**	-	(153)
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	35,128	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	-	**208,862**	196,934	(11,928)
5901	Postage and Shipping	-	-	487	487	487	487	487	487	487	487	487	487	-	**4,868**	5,058	190
		66,775	39,305	39,807	39,807	39,807	39,807	39,807	39,807	39,807	39,807	39,807	39,807	-	**504,154**	**484,758**	**(19,396)**
Facilities, Repairs and Other Leases																	
5601	Rent	8,160	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	-	**110,235**	115,706	5,471
5602	Additional Rent	653	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	-	**51,360**	57,479	6,119
5603	Equipment Leases	-	342	342	342	342	342	342	342	342	342	342	342	-	**3,762**	4,264	502
5604	Other Leases	121,262	3,537	3,537	3,537	3,537	3,537	3,537	3,537	3,537	14,148	14,148	14,148	-	**192,001**	174,546	(17,455)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	156	156	156	156	156	156	156	156	156	156	156	-	**1,721**	1,951	230
		130,075	17,925	17,925	17,925	17,925	17,925	17,925	17,925	17,925	28,536	28,536	28,536	-	**359,079**	**353,946**	**(5,133)**
Professional/Consulting Services																	
5801	IT	50,140	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	-	**833,304**	887,744	54,440
5802	Audit & Taxes	-	-	-	7,124	7,124	7,124	-	-	-	-	-	-	-	**21,372**	22,207	835
5803	Legal	359	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	-	**245,392**	277,753	32,361
5804	Professional Development	67,770	-	17,089	17,089	17,089	17,089	17,089	17,089	17,089	17,089	17,089	17,089	-	**238,655**	132,196	(106,459)
5805	General Consulting	35,803	-	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	-	**143,774**	112,190	(31,584)
5806	Special Activities/Field Trips	180	-	-	-	-	41,019	41,019	41,019	-	-	-	-	-	**123,236**	127,864	4,628
5807	Bank Charges	101	-	517	517	517	517	517	517	517	517	517	517	-	**5,275**	5,376	101
5808	Printing	-	-	4	4	4	4	4	4	4	4	4	4	-	**44**	45	1
5809	Other taxes and fees	-	-	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	-	**11,810**	12,271	461
5810	Payroll Service Fee	-	82	82	82	82	82	82	82	82	82	82	82	-	**900**	1,021	121
5811	Management Fee	44,538	48,124	48,124	48,124	48,124	48,124	48,124	48,124	48,124	48,124	48,124	48,124	-	**573,900**	577,532	3,632
5812	District Oversight Fee	-	12,199	15,167	18,230	18,230	19,127	18,230	18,230	19,872	18,974	18,974	18,974	48,812	**245,019**	245,019	0
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	3,928	3,543	3,543	6,378	6,378	6,378	6,378	6,378	5,928	5,928	5,928	5,928	11,884	**78,500**	78,500	0
5815	Public Relations/Recruitment	8,137	-	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	-	**326,746**	331,058	4,312
		210,956	157,420	221,838	234,859	234,859	276,775	268,753	268,753	228,927	228,029	228,029	228,029	60,696	**2,847,925**	**2,810,776**	**(37,149)**
Depreciation																	
6900	Depreciation Expense	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**11,946**	13,542	1,596
		-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**11,946**	**13,542**	**1,596**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**2,824,755**	**2,428,026**	**2,499,436**	**2,512,457**	**2,512,457**	**2,299,026**	**2,238,381**	**2,232,474**	**2,180,833**	**2,184,640**	**2,184,640**	**2,184,640**	**60,696**	**28,342,459**	**28,174,581**	**(167,878)**
Monthly Surplus (Deficit)		**(2,706,248)**	**(1,081,881)**	**(856,418)**	**(206,734)**	**(464,061)**	**(90,436)**	**187,217**	**(184,078)**	**16,808**	**212,752**	**10,924**	**(76,763)**	**5,770,725**	**531,807**	**702,024**	**(170,217)**

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

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Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 1795.28

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(2,706,248)	(1,081,881)	(856,418)	(206,734)	(464,061)	(90,436)	187,217	(184,078)	16,808	212,752	10,924	(76,763)	5,770,725	**531,807**		
Cash flows from operating activities																
Depreciation/Amortization	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**11,946**		
Public Funding Receivables	5,394,219	-	-	-	-	249,055	1,212,289	-	-	-	-	-	(5,831,421)	**1,024,141**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	2,767,071	-	-	-	-	-	-	-	-	-	-	5,000,000	-	**7,767,071**		
Prepaid Expenses	307,581	-	-	-	-	-	-	-	-	-	-	-	-	**307,581**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(352,547)	-	-	-	-	-	-	-	-	-	-	-	60,696	**(291,851)**		
Accrued Expenses	(44,426)	-	-	-	-	-	-	-	-	-	-	-	-	**(44,426)**		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	32,894	-	-	(169,640)	-	-	(169,640)	-	-	(169,640)	-	-	(169,640)	**(645,667)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	5,398,544	(1,080,794)	(855,332)	(375,289)	(462,975)	159,704	1,230,951	(182,992)	17,894	44,198	12,010	4,924,323				
Cash, Beginning of Month	4,257,786	9,656,330	8,575,536	7,720,203	7,344,915	6,881,940	7,041,644	8,272,595	8,089,604	8,107,497	8,151,695	8,163,705				
Cash, End of Month	**9,656,330**	**8,575,536**	**7,720,203**	**7,344,915**	**6,881,940**	**7,041,644**	**8,272,595**	**8,089,604**	**8,107,497**	**8,151,695**	**8,163,705**	**13,088,028**				

Cert.	Instr.
68.9%	82.2%
8,344,657	636,985

Pupil:Teacher Ratio
21.03 :1

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 203.52

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 203.52	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	90,952	90,952	163,713	163,713	163,713	163,713	163,713	171,557	171,557	171,557	171,557	171,556	**1,858,257**	1,858,257	-
8011	LCFF State Aid	-	90,952	90,952	163,713	163,713	163,713	163,713	163,713	171,557	171,557	171,557	171,557	171,556	**1,858,257**	1,858,257	-
8012	Education Protection Account	-	-	10,176	-	-	10,176	-	-	10,176	-	-	-	10,176	**40,704**	40,704	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	In Lieu of Property Taxes	-	58,700	117,400	-	-	-	-	-	-	-	-	-	823,325	**999,424**	999,424	-
		-	149,652	218,527	163,713	163,713	173,889	163,713	163,713	181,733	171,557	171,557	171,557	1,005,057	**2,898,385**	**2,898,385**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	23,520	**23,520**	23,520	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	9,272	-	-	9,272	-	-	-	9,272	-	9,272	**37,088**	37,088	(0)
8291	Title II, Part A - Teacher Quality	-	-	-	1,123	-	-	1,123	-	-	-	1,123	-	1,123	**4,494**	4,494	(0)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV, Part A	-	-	-	2,554	-	-	2,554	-	-	-	2,554	-	2,554	**10,216**	10,216	(0)
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	12,949	-	-	12,949	-	-	-	12,949	-	36,469	**75,317**	**75,318**	**(1)**
Other State Revenue																	
8311	State Special Education	13,434	13,348	13,348	24,026	24,026	24,026	24,026	24,026	22,493	22,493	22,493	22,493	22,493	**272,727**	272,727	0
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	8,495	-	-	-	-	-	-	-	**8,495**	8,495	(0)
8560	State Lottery	-	-	-	-	-	-	13,547	-	-	13,547	-	-	28,262	**55,357**	55,357	(0)
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599	Other State Revenue	-	661	661	23,798	1,191	1,191	23,798	1,191	1,191	23,798	1,191	1,191	23,798	**103,657**	103,657	(0)
		13,434	14,009	14,009	47,824	25,217	33,712	61,371	25,217	23,684	59,838	23,684	23,684	74,553	**440,235**	**440,236**	**(1)**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	9	266	266	266	266	266	266	266	266	266	266	266	-	**2,930**	3,186	(256)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		9	266	266	266	266	266	266	266	266	266	266	266	-	**2,930**	**3,186**	**(256)**
Total Revenue		**13,443**	**163,927**	**232,802**	**224,752**	**189,196**	**207,867**	**238,300**	**189,196**	**205,683**	**231,661**	**208,456**	**195,507**	**1,116,079**	**3,416,867**	**3,417,125**	**(258)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	89,172	87,668	87,668	87,668	87,668	87,668	87,668	87,668	87,668	87,668	87,668	87,668	-	**1,053,525**	1,161,946	108,421
1170	Teachers' Substitute Hours	-	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	-	**31,933**	-	(31,933)
1175	Teachers' Extra Duty/Stipends	1,239	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	-	**44,779**	48,275	3,496
1200	Pupil Support Salaries	13,371	16,264	16,264	16,264	16,264	16,264	16,264	16,264	16,264	16,264	16,264	16,264	-	**192,270**	141,234	(51,036)
1300	Administrators' Salaries	9,141	9,468	9,468	9,468	9,468	9,468	9,468	9,468	9,468	9,468	9,468	9,468	-	**113,287**	99,835	(13,452)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		112,924	120,261	120,261	120,261	120,261	120,261	120,261	120,261	120,261	120,261	120,261	120,261	-	**1,435,794**	**1,451,290**	**15,496**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	351	4,467	4,467	4,467	4,467	4,467	4,467	4,467	4,467	4,467	4,467	4,467	-	**49,485**	6,418	(43,067)
2300	Classified Administrators'	2,542	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	-	**32,207**	44,669	12,462
2400	Clerical and Office Staff Salaries	3,378	3,106	3,106	3,106	3,106	3,106	3,106	3,106	3,106	3,106	3,106	3,106	-	**37,542**	35,332	(2,210)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		6,271	10,269	10,269	10,269	10,269	10,269	10,269	10,269	10,269	10,269	10,269	10,269	-	**119,233**	**86,419**	**(32,814)**
Benefits																	
3101	STRS	19,804	23,087	23,087	23,087	23,087	23,087	23,087	23,087	23,087	23,087	23,087	23,087	-	**273,763**	277,196	3,433

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 203.52

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	790	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	-	**15,268**	10,716	(4,552)
3311	Medicare	1,662	1,906	1,906	1,906	1,906	1,906	1,906	1,906	1,906	1,906	1,906	1,906	-	**22,633**	22,297	(336)
3401	Health and Welfare	20,042	20,816	20,816	20,816	20,816	20,816	20,816	20,816	20,816	20,816	20,816	20,816	-	**249,015**	229,543	(19,472)
3501	State Unemployment	33	2,275	2,275	2,275	2,275	2,275	11,377	9,101	4,551	2,275	2,275	2,275	-	**43,264**	44,601	1,337
3601	Workers' Compensation	921	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	-	**21,169**	21,528	359
3901	Other Benefits	4,030	4,602	4,602	4,602	4,602	4,602	4,602	4,602	4,602	4,602	4,602	4,602	-	**54,651**	53,820	(831)
		47,281	55,843	55,843	55,843	55,843	55,843	64,945	62,669	58,119	55,843	55,843	55,843	-	**679,762**	**659,701**	**(20,061)**
Books and Supplies																	
4100	Textbooks and Core Curricula	55,126	8,930	8,930	8,930	5,954	5,656	5,358	5,061	4,763	4,465	4,168	3,870	-	**121,211**	120,189	(1,022)
4200	Books and Other Materials	-	30	30	30	30	-	-	-	-	-	-	-	-	**119**	152	33
4302	School Supplies	-	507	507	507	507	507	507	507	507	507	507	507	-	**5,582**	6,189	607
4305	Software	54,529	6,086	6,086	6,086	4,057	3,854	3,652	3,449	3,246	3,043	2,840	2,637	-	**99,565**	98,725	(840)
4310	Office Expense	-	324	324	324	324	324	324	324	324	324	324	324	-	**3,567**	3,955	388
4311	Business Meals	-	117	117	117	117	117	117	117	117	117	117	117	-	**1,292**	1,432	140
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	1,576	5,907	5,907	5,907	3,938	3,741	3,544	3,348	3,151	2,954	2,757	2,560	-	**45,291**	44,909	(382)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		111,231	21,903	21,903	21,903	14,928	14,201	13,503	12,806	12,109	11,411	10,714	10,016	-	**276,627**	**275,551**	**(1,076)**

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 203.52

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	-	265,000	333,619	68,619
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	8	8	8	8	8	8	8	8	8	8	8	-	91	93	2
5106	Other Educational Consultants	-	-	752	752	752	752	752	752	752	752	752	752	-	7,522	7,645	123
		-	24,099	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	-	272,613	341,357	68,744
Operations and Housekeeping																	
5201	Auto and Travel	162	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	-	12,913	12,960	47
5300	Dues & Memberships	2,148	649	649	649	649	649	649	649	649	649	649	649	-	9,284	7,912	(1,372)
5400	Insurance	738	839	839	839	839	839	839	839	839	839	839	839	-	9,966	10,232	266
5501	Utilities	-	24	24	24	24	24	24	24	24	24	24	24	-	260	288	28
5502	Janitorial Services	-	54	54	54	54	54	54	54	54	54	54	54	-	598	663	65
5516	Miscellaneous Expense	-	-	2	2	2	2	2	2	2	2	2	2	-	18	18	0
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	4,047	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	-	24,182	22,325	(1,857)
5901	Postage and Shipping	-	-	56	56	56	56	56	56	56	56	56	56	-	564	573	9
		7,095	4,555	4,613	4,613	4,613	4,613	4,613	4,613	4,613	4,613	4,613	4,613	-	57,785	54,971	(2,814)
Facilities, Repairs and Other Leases																	
5601	Rent	946	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	-	12,776	13,117	341
5602	Additional Rent	76	534	534	534	534	534	534	534	534	534	534	534	-	5,952	6,516	564
5603	Equipment Leases	-	40	40	40	40	40	40	40	40	40	40	40	-	436	483	47
5604	Other Leases	13,864	395	395	395	395	395	395	395	395	1,580	1,580	1,580	-	21,766	19,787	(1,979)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	18	18	18	18	18	18	18	18	18	18	18	-	199	221	22
		14,886	2,063	2,063	2,063	2,063	2,063	2,063	2,063	2,063	3,248	3,248	3,248	-	41,129	40,124	(1,005)
Professional/Consulting Services																	
5801	IT	5,811	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	-	96,576	100,636	4,060
5802	Audit & Taxes	-	-	-	826	826	826	-	-	-	-	-	-	-	2,477	2,517	40
5803	Legal	11	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	-	28,409	31,487	3,078
5804	Professional Development	7,854	-	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	-	27,659	14,986	(12,673)
5805	General Consulting	3,439	-	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	-	15,953	12,718	(3,235)
5806	Special Activities/Field Trips	-	-	-	-	-	4,754	4,754	4,754	-	-	-	-	-	14,262	14,495	233
5807	Bank Charges	-	-	60	60	60	60	60	60	60	60	60	60	-	600	609	9
5808	Printing	-	-	1	1	1	1	1	1	1	1	1	1	-	5	5	(0)
5809	Other taxes and fees	-	-	137	137	137	137	137	137	137	137	137	137	-	1,369	1,391	22
5810	Payroll Service Fee	-	9	9	9	9	9	9	9	9	9	9	9	-	104	116	12
5811	Management Fee	5,702	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	74,452	75,000	548
5812	District Oversight Fee	-	1,497	2,185	1,637	1,637	1,739	1,637	1,637	1,817	1,716	1,716	1,716	10,051	28,984	28,984	0
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	447	400	400	721	721	721	721	721	675	675	675	675	1,336	8,887	8,887	(0)
5815	Public Relations/Recruitment	943	-	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	-	37,868	37,529	(339)
		24,208	18,989	26,800	27,398	27,398	32,253	31,326	31,326	26,706	26,605	26,605	26,605	11,387	337,605	329,360	(8,245)
Depreciation																	
6900	Depreciation Expense	-	126	126	126	126	126	126	126	126	126	126	126	-	1,385	1,535	150
		-	126	126	126	126	126	126	126	126	126	126	126	-	1,385	1,535	150
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**323,895**	**258,109**	**266,730**	**267,328**	**260,353**	**264,481**	**271,958**	**268,985**	**259,117**	**257,228**	**256,530**	**255,833**	**11,387**	**3,221,932**	**3,240,308**	**18,376**
Monthly Surplus (Deficit)		**(310,452)**	**(94,182)**	**(33,927)**	**(42,575)**	**(71,157)**	**(56,615)**	**(33,658)**	**(79,789)**	**(53,435)**	**(25,567)**	**(48,075)**	**(60,326)**	**1,104,692**	**194,935**	**176,817**	**18,118**

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 203.52

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(310,452)	(94,182)	(33,927)	(42,575)	(71,157)	(56,615)	(33,658)	(79,789)	(53,435)	(25,567)	(48,075)	(60,326)	1,104,692	**194,935**		
Cash flows from operating activities																
Depreciation/Amortization	-	126	126	126	126	126	126	126	126	126	126	126	-	**1,385**		
Public Funding Receivables	131,030	-	-	-	-	31,547	395,882	-	-	-	-	-	(1,116,079)	**(557,621)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	318,593	-	-	-	-	-	-	-	-	-	-	-	-	**318,593**		
Prepaid Expenses	31,870	-	-	-	-	-	-	-	-	-	-	-	-	**31,870**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(31,555)	-	-	-	-	-	-	-	-	-	-	-	11,387	**(20,168)**		
Accrued Expenses	(3,903)	-	-	-	-	-	-	-	-	-	-	-	-	**(3,903)**		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	3,353	-	-	(22,607)	-	-	(22,607)	-	-	(22,607)	-	-	(22,607)	**(87,075)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	138,936	(94,056)	(33,801)	(65,056)	(71,031)	(24,942)	339,743	(79,663)	(53,309)	(48,048)	(47,949)	(60,200)				
Cash, Beginning of Month	1,909,496	2,048,432	1,954,376	1,920,575	1,855,518	1,784,487	1,759,546	2,099,288	2,019,625	1,966,316	1,918,268	1,870,320				
Cash, End of Month	**2,048,432**	**1,954,376**	**1,920,575**	**1,855,518**	**1,784,487**	**1,759,546**	**2,099,288**	**2,019,625**	**1,966,316**	**1,918,268**	**1,870,320**	**1,810,119**				

Cert.	Instr.
67.6%	77.7%
941,561	(78,032)

Pupil:Teacher Ratio
19.67 :1

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 563.02

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 563.02	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	176,252	176,252	317,254	317,254	317,254	317,254	317,254	334,245	334,245	334,245	334,245	334,195	**3,609,951**	3,609,951	-
8011	LCFF State Aid	-	176,252	176,252	317,254	317,254	317,254	317,254	317,254	334,245	334,245	334,245	334,245	334,195	**3,609,951**	3,609,951	-
8012	Education Protection Account	-	-	28,151	-	-	28,151	-	-	28,151	-	-	-	28,150	**112,603**	112,603	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	In Lieu of Property Taxes	-	230,864	461,728	-	-	-	-	-	-	-	-	-	3,247,872	**3,940,464**	3,940,464	-
		-	407,116	666,131	317,254	317,254	345,405	317,254	317,254	362,396	334,245	334,245	334,245	3,610,217	**7,663,018**	**7,663,018**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	61,600	**61,600**	61,600	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	18,857	-	-	18,857	-	-	-	18,857	-	18,857	**75,427**	75,427	0
8291	Title II, Part A - Teacher Quality	-	-	-	2,692	-	-	2,692	-	-	-	2,692	-	2,692	**10,768**	10,768	0
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV, Part A	-	-	-	2,560	-	-	2,560	-	-	-	2,560	-	2,560	**10,241**	10,241	0
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	24,109	-	-	24,109	-	-	-	24,109	-	85,709	**158,036**	**158,036**	**0**
Other State Revenue																	
8311	State Special Education	37,165	36,835	36,835	66,302	66,302	66,302	66,302	66,302	62,420	62,420	62,420	62,420	62,420	**754,447**	754,447	(0)
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	22,685	-	-	-	-	-	-	-	**22,685**	22,685	0
8560	State Lottery	-	-	-	-	-	-	37,384	-	-	37,384	-	-	78,373	**153,142**	153,142	(0)
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599	Other State Revenue	-	1,830	1,830	42,740	3,294	3,294	42,740	3,294	3,294	42,740	3,294	3,294	42,740	**194,380**	194,380	0
		37,165	38,664	38,664	109,042	69,596	92,281	146,426	69,596	65,714	142,544	65,714	65,714	183,533	**1,124,654**	**1,124,654**	**(0)**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	-	**13,989**	15,261	(1,272)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	-	**13,989**	**15,261**	**(1,272)**
Total Revenue		**37,165**	**447,053**	**706,068**	**451,677**	**388,122**	**438,958**	**489,061**	**388,122**	**429,382**	**478,061**	**425,340**	**401,231**	**3,879,459**	**8,959,698**	**8,960,969**	**(1,271)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	237,204	233,205	233,205	233,205	233,205	233,205	233,205	233,205	233,205	233,205	233,205	233,205	-	**2,802,460**	3,214,461	412,001
1170	Teachers' Substitute Hours	-	7,722	7,722	7,722	7,722	7,722	7,722	7,722	7,722	7,722	7,722	7,722	-	**84,944**	-	(84,944)
1175	Teachers' Extra Duty/Stipends	3,290	10,529	10,529	10,529	10,529	10,529	10,529	10,529	10,529	10,529	10,529	10,529	-	**119,109**	133,549	14,440
1200	Pupil Support Salaries	35,567	43,262	43,262	43,262	43,262	43,262	43,262	43,262	43,262	43,262	43,262	43,262	-	**511,452**	390,717	(120,735)
1300	Administrators' Salaries	24,316	25,185	25,185	25,185	25,185	25,185	25,185	25,185	25,185	25,185	25,185	25,185	-	**301,351**	276,187	(25,164)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		300,377	319,904	319,904	319,904	319,904	319,904	319,904	319,904	319,904	319,904	319,904	319,904	-	**3,819,316**	**4,014,914**	**195,598**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	933	11,882	11,882	11,882	11,882	11,882	11,882	11,882	11,882	11,882	11,882	11,882	-	**131,634**	17,754	(113,880)
2300	Classified Administrators'	6,760	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	-	**85,671**	123,574	37,903
2400	Clerical and Office Staff Salaries	8,986	8,262	8,262	8,262	8,262	8,262	8,262	8,262	8,262	8,262	8,262	8,262	-	**99,864**	97,743	(2,121)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		16,679	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	-	**317,169**	**239,071**	**(78,098)**
Benefits																	
3101	STRS	52,678	61,414	61,414	61,414	61,414	61,414	61,414	61,414	61,414	61,414	61,414	61,414	-	**728,232**	766,848	38,616

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 563.02

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	2,103	3,501	3,501	3,501	3,501	3,501	3,501	3,501	3,501	3,501	3,501	3,501	-	**40,613**	29,645	(10,968)
3311	Medicare	4,420	5,071	5,071	5,071	5,071	5,071	5,071	5,071	5,071	5,071	5,071	5,071	-	**60,206**	61,683	1,477
3401	Health and Welfare	53,326	55,371	55,371	55,371	55,371	55,371	55,371	55,371	55,371	55,371	55,371	55,371	-	**662,412**	635,018	(27,394)
3501	State Unemployment	88	5,481	5,481	5,481	5,481	5,481	27,407	21,925	10,963	5,481	5,481	5,481	-	**104,234**	105,871	1,637
3601	Workers' Compensation	2,449	4,897	4,897	4,897	4,897	4,897	4,897	4,897	4,897	4,897	4,897	4,897	-	**56,311**	59,556	3,245
3901	Other Benefits	10,720	12,241	12,241	12,241	12,241	12,241	12,241	12,241	12,241	12,241	12,241	12,241	-	**145,375**	148,889	3,514
		125,784	147,977	147,977	147,977	147,977	147,977	169,902	164,421	153,458	147,977	147,977	147,977	-	**1,797,382**	**1,807,510**	**10,128**
Books and Supplies																	
4100	Textbooks and Core Curricula	146,692	23,749	23,749	23,749	15,832	15,041	14,249	13,457	12,666	11,874	11,083	10,291	-	**322,431**	332,497	10,066
4200	Books and Other Materials	-	79	79	79	79	-	-	-	-	-	-	-	-	**318**	420	102
4302	School Supplies	-	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	-	**14,849**	17,122	2,273
4305	Software	150,890	15,400	15,400	15,400	10,267	9,753	9,240	8,727	8,213	7,700	7,187	6,673	-	**264,850**	273,118	8,268
4310	Office Expense	-	863	863	863	863	863	863	863	863	863	863	863	-	**9,488**	10,941	1,453
4311	Business Meals	-	312	312	312	312	312	312	312	312	312	312	312	-	**3,436**	3,962	526
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4400	Noncapitalized Equipment	4,192	15,714	15,714	15,714	10,476	9,952	9,429	8,905	8,381	7,857	7,333	6,810	-	**120,478**	124,239	3,761
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		301,774	57,467	57,467	57,467	39,180	37,271	35,443	33,614	31,785	29,956	28,128	26,299	-	**735,850**	**762,299**	**26,449**

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 563.02

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	-	704,920	922,940	218,020
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	22	22	22	22	22	22	22	22	22	22	22	-	242	256	14
5106	Other Educational Consultants	-	-	2,001	2,001	2,001	2,001	2,001	2,001	2,001	2,001	2,001	2,001	-	20,008	21,149	1,141
		-	64,106	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	-	725,171	944,345	219,174
Operations and Housekeeping																	
5201	Auto and Travel	453	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	-	34,372	35,853	1,481
5300	Dues & Memberships	5,713	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	-	24,696	21,889	(2,807)
5400	Insurance	2,071	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	-	26,618	28,305	1,687
5501	Utilities	-	63	63	63	63	63	63	63	63	63	63	63	-	691	797	106
5502	Janitorial Services	-	145	145	145	145	145	145	145	145	145	145	145	-	1,592	1,835	243
5516	Miscellaneous Expense	-	-	5	5	5	5	5	5	5	5	5	5	-	47	50	3
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	10,763	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	-	64,324	61,760	(2,564)
5901	Postage and Shipping	-	-	150	150	150	150	150	150	150	150	150	150	-	1,501	1,586	85
		19,000	12,117	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	-	153,840	152,075	(1,765)
Facilities, Repairs and Other Leases																	
5601	Rent	2,515	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	-	33,984	36,286	2,302
5602	Additional Rent	202	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	15,835	18,026	2,191
5603	Equipment Leases	-	105	105	105	105	105	105	105	105	105	105	105	-	1,160	1,337	177
5604	Other Leases	37,780	1,122	1,122	1,122	1,122	1,122	1,122	1,122	1,122	4,487	4,487	4,487	-	60,213	54,739	(5,474)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	48	48	48	48	48	48	48	48	48	48	48	-	531	612	81
		40,497	5,557	5,557	5,557	5,557	5,557	5,557	5,557	5,557	8,922	8,922	8,922	-	111,722	111,000	(722)
Professional/Consulting Services																	
5801	IT	15,458	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	-	256,901	278,405	21,504
5802	Audit & Taxes	-	-	-	2,196	2,196	2,196	-	-	-	-	-	-	-	6,589	6,964	375
5803	Legal	29	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	-	75,570	87,106	11,536
5804	Professional Development	20,893	-	5,268	5,268	5,268	5,268	5,268	5,268	5,268	5,268	5,268	5,268	-	73,575	41,458	(32,117)
5805	General Consulting	10,630	-	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	-	43,917	35,184	(8,733)
5806	Special Activities/Field Trips	-	-	-	-	-	12,646	12,646	12,646	-	-	-	-	-	37,937	40,099	2,162
5807	Bank Charges	-	-	160	160	160	160	160	160	160	160	160	160	-	1,595	1,686	91
5808	Printing	-	-	1	1	1	1	1	1	1	1	1	1	-	13	14	1
5809	Other taxes and fees	-	-	364	364	364	364	364	364	364	364	364	364	-	3,641	3,848	207
5810	Payroll Service Fee	-	25	25	25	25	25	25	25	25	25	25	25	-	278	320	42
5811	Management Fee	13,866	14,933	14,933	14,933	14,933	14,933	14,933	14,933	14,933	14,933	14,933	14,933	-	178,127	179,219	1,092
5812	District Oversight Fee	-	4,071	6,661	3,173	3,173	3,454	3,173	3,173	3,624	3,342	3,342	3,342	36,102	76,630	76,630	(0)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	1,231	1,105	1,105	1,989	1,989	1,989	1,989	1,989	1,873	1,873	1,873	1,873	3,605	24,481	24,481	(0)
5815	Public Relations/Recruitment	2,509	-	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	-	100,733	103,823	3,090
		64,616	48,951	70,485	70,077	70,077	83,004	80,526	80,526	68,216	67,934	67,934	67,934	39,707	879,988	879,237	(751)
Depreciation																	
6900	Depreciation Expense	-	335	335	335	335	335	335	335	335	335	335	335	-	3,683	4,247	564
		-	335	335	335	335	335	335	335	335	335	335	335	-	3,683	4,247	564
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**868,727**	**683,731**	**707,421**	**707,013**	**688,725**	**699,744**	**717,363**	**710,053**	**684,951**	**680,724**	**678,895**	**677,067**	**39,707**	**8,544,121**	**8,914,698**	**370,577**
Monthly Surplus (Deficit)		**(831,562)**	**(236,679)**	**(1,354)**	**(255,336)**	**(300,603)**	**(260,786)**	**(228,302)**	**(321,931)**	**(255,569)**	**(202,663)**	**(253,555)**	**(275,836)**	**3,839,752**	**415,577**	**46,271**	**369,306**

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 563.02

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(831,562)	(236,679)	(1,354)	(255,336)	(300,603)	(260,786)	(228,302)	(321,931)	(255,569)	(202,663)	(253,555)	(275,836)	3,839,752	**415,577**		
Cash flows from operating activities																
Depreciation/Amortization	-	335	335	335	335	335	335	335	335	335	335	335	-	**3,683**		
Public Funding Receivables	1,678,551	-	-	-	-	82,204	223,494	-	-	-	-	-	(3,879,459)	**(1,895,210)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	854,736	-	-	-	-	-	-	-	-	-	-	-	-	**854,736**		
Prepaid Expenses	93,096	-	-	-	-	-	-	-	-	-	-	-	-	**93,096**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(105,807)	-	-	-	-	-	-	-	-	-	-	-	39,707	**(66,100)**		
Accrued Expenses	(10,219)	-	-	-	-	-	-	-	-	-	-	-	-	**(10,219)**		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	8,017	-	-	(39,446)	-	-	(39,446)	-	-	(39,446)	-	-	(39,446)	**(149,767)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	1,686,812	(236,344)	(1,019)	(294,447)	(300,268)	(178,247)	(43,919)	(321,596)	(255,234)	(241,774)	(253,221)	(275,501)				
Cash, Beginning of Month	1,971,004	3,657,816	3,421,472	3,420,453	3,126,006	2,825,738	2,647,491	2,603,572	2,281,976	2,026,742	1,784,968	1,531,747				
Cash, End of Month	**3,657,816**	**3,421,472**	**3,420,453**	**3,126,006**	**2,825,738**	**2,647,491**	**2,603,572**	**2,281,976**	**2,026,742**	**1,784,968**	**1,531,747**	**1,256,246**				

Cert.	Instr.
68.4%	78.7%
2,546,586	(114,183)

Pupil:Teacher Ratio
21.40 :1

FY26-27 California Online Public Schools - Central Coast

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 186.90

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 186.90	
State Aid - Revenue Limit																	
	LCFF - New Grade	70,449	-	-	-	-	-	(70,449)	-						-	-	-
	LCFF - Continuing Charters	-	64,198	64,198	115,556	115,556	115,556	115,556	115,556	121,419	121,419	121,419	121,419	121,420	**1,313,269**	1,313,269	-
8011	LCFF State Aid	70,449	64,198	64,198	115,556	115,556	115,556	45,107	115,556	121,419	121,419	121,419	121,419	121,420	**1,313,269**	1,313,269	-
8012	Education Protection Account	-	-	9,345	-	-	9,345	-	-	9,345	-	-	-	9,345	**37,380**	37,380	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	In Lieu of Property Taxes	92,446	77,642	155,284	103,523	103,523	103,523	-	-	-	-	-	-	687,641	**1,323,581**	1,323,581	-
		162,895	141,840	228,827	219,078	219,078	228,423	45,107	115,556	130,764	121,419	121,419	121,419	818,406	**2,674,230**	**2,674,230**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	14,700	**14,700**	14,700	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	5,557	-	-	5,557	-	-	-	5,557	-	5,557	**22,229**	22,229	0
8291	Title II, Part A - Teacher Quality	-	-	-	717	-	-	717	-	-	-	717	-	717	**2,867**	2,867	0
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV, Part A	-	-	-	2,557	-	-	2,557	-	-	-	2,557	-	2,557	**10,228**	10,228	0
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	8,831	-	-	8,831	-	-	-	8,831	-	23,531	**50,025**	**50,024**	**1**
Other State Revenue																	
8311	State Special Education	12,337	12,243	12,243	22,037	22,037	22,037	22,037	22,037	20,688	20,688	20,688	20,688	20,688	**250,449**	250,449	(0)
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	7,944	-	-	-	-	-	-	-	**7,944**	7,944	0
8560	State Lottery	-	-	-	-	-	-	12,425	-	-	12,425	-	-	25,986	**50,837**	50,837	0
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599	Other State Revenue	793	607	607	1,189	1,093	1,093	1,189	1,093	1,093	1,189	1,093	1,093	396	**12,531**	12,531	0
		13,130	12,850	12,850	23,226	23,130	31,074	35,651	23,130	21,782	34,303	21,782	21,782	47,071	**321,761**	**321,761**	**0**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	-	**29,569**	32,257	(2,688)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	-	**29,569**	**32,257**	**(2,688)**
Total Revenue		**176,025**	**157,378**	**244,365**	**253,823**	**244,897**	**262,186**	**92,277**	**141,374**	**155,234**	**158,410**	**154,720**	**145,889**	**889,008**	**3,075,585**	**3,078,272**	**(2,687)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	83,531	82,124	82,124	82,124	82,124	82,124	82,124	82,124	82,124	82,124	82,124	82,124	-	**986,897**	1,067,083	80,186
1170	Teachers' Substitute Hours	-	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	-	**29,914**	-	(29,914)
1175	Teachers' Extra Duty/Stipends	1,154	3,708	3,708	3,708	3,708	3,708	3,708	3,708	3,708	3,708	3,708	3,708	-	**41,940**	44,333	2,393
1200	Pupil Support Salaries	12,525	15,235	15,235	15,235	15,235	15,235	15,235	15,235	15,235	15,235	15,235	15,235	-	**180,110**	129,704	(50,406)
1300	Administrators' Salaries	8,563	8,869	8,869	8,869	8,869	8,869	8,869	8,869	8,869	8,869	8,869	8,869	-	**106,122**	91,684	(14,438)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		105,773	112,655	112,655	112,655	112,655	112,655	112,655	112,655	112,655	112,655	112,655	112,655	-	**1,344,983**	**1,332,804**	**(12,179)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	329	4,184	4,184	4,184	4,184	4,184	4,184	4,184	4,184	4,184	4,184	4,184	-	**46,356**	5,894	(40,462)
2300	Classified Administrators'	2,380	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	-	**30,169**	41,022	10,853
2400	Clerical and Office Staff Salaries	3,165	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	-	**35,168**	32,447	(2,721)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		5,874	9,620	9,620	9,620	9,620	9,620	9,620	9,620	9,620	9,620	9,620	9,620	-	**111,693**	**79,363**	**(32,330)**
Benefits																	
3101	STRS	18,549	21,627	21,627	21,627	21,627	21,627	21,627	21,627	21,627	21,627	21,627	21,627	-	**256,449**	254,565	(1,884)

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ADA = 186.90

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	741	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	-	**14,303**	9,841	(4,462)
3311	Medicare	1,556	1,786	1,786	1,786	1,786	1,786	1,786	1,786	1,786	1,786	1,786	1,786	-	**21,201**	20,476	(725)
3401	Health and Welfare	18,773	19,499	19,499	19,499	19,499	19,499	19,499	19,499	19,499	19,499	19,499	19,499	-	**233,265**	210,803	(22,462)
3501	State Unemployment	31	2,135	2,135	2,135	2,135	2,135	10,674	8,539	4,269	2,135	2,135	2,135	-	**40,591**	41,046	455
3601	Workers' Compensation	862	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724	1,724	-	**19,830**	19,770	(60)
3901	Other Benefits	3,775	4,311	4,311	4,311	4,311	4,311	4,311	4,311	4,311	4,311	4,311	4,311	-	**51,195**	49,426	(1,769)
		44,287	52,315	52,315	52,315	52,315	52,315	60,854	58,720	54,450	52,315	52,315	52,315	-	**636,834**	**605,927**	**(30,907)**
Books and Supplies																	
4100	Textbooks and Core Curricula	51,632	8,367	8,367	8,367	5,578	5,299	5,020	4,741	4,462	4,183	3,904	3,626	-	**113,546**	110,377	(3,169)
4200	Books and Other Materials	-	28	28	28	28	-	-	-	-	-	-	-	-	**112**	139	27
4302	School Supplies	-	475	475	475	475	475	475	475	475	475	475	475	-	**5,229**	5,684	455
4305	Software	49,105	5,968	5,968	5,968	3,979	3,780	3,581	3,382	3,183	2,984	2,785	2,586	-	**93,268**	90,665	(2,603)
4310	Office Expense	-	304	304	304	304	304	304	304	304	304	304	304	-	**3,341**	3,632	291
4311	Business Meals	-	110	110	110	110	110	110	110	110	110	110	110	-	**1,210**	1,315	105
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4400	Noncapitalized Equipment	1,476	5,534	5,534	5,534	3,689	3,505	3,320	3,136	2,951	2,767	2,582	2,398	-	**42,427**	41,243	(1,184)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		102,213	20,786	20,786	20,786	14,163	13,473	12,810	12,148	11,486	10,823	10,161	9,499	-	**259,133**	**253,055**	**(6,078)**

FY26-27 California Online Public Schools - Central Coast

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		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	-	248,241	306,382	58,141
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	8	8	8	8	8	8	8	8	8	8	8	-	85	85	(0)
5106	Other Educational Consultants	-	-	705	705	705	705	705	705	705	705	705	705	-	7,046	7,021	(25)
		-	22,575	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	-	255,372	313,488	58,116
Operations and Housekeeping																	
5201	Auto and Travel	148	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	12,093	11,902	(191)
5300	Dues & Memberships	2,012	608	608	608	608	608	608	608	608	608	608	608	-	8,697	7,266	(1,431)
5400	Insurance	649	786	786	786	786	786	786	786	786	786	786	786	-	9,293	9,396	103
5501	Utilities	-	22	22	22	22	22	22	22	22	22	22	22	-	243	264	21
5502	Janitorial Services	-	51	51	51	51	51	51	51	51	51	51	51	-	561	609	48
5516	Miscellaneous Expense	-	-	2	2	2	2	2	2	2	2	2	2	-	17	17	0
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	3,791	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	-	22,653	20,502	(2,151)
5901	Postage and Shipping	-	-	53	53	53	53	53	53	53	53	53	53	-	529	527	(2)
		6,600	4,267	4,322	4,322	4,322	4,322	4,322	4,322	4,322	4,322	4,322	4,322	-	54,085	50,483	(3,602)
Facilities, Repairs and Other Leases																	
5601	Rent	886	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	-	11,968	12,046	78
5602	Additional Rent	71	500	500	500	500	500	500	500	500	500	500	500	-	5,576	5,984	408
5603	Equipment Leases	-	37	37	37	37	37	37	37	37	37	37	37	-	408	444	36
5604	Other Leases	12,598	370	370	370	370	370	370	370	370	1,478	1,478	1,478	-	19,988	18,171	(1,817)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	17	17	17	17	17	17	17	17	17	17	17	-	187	203	16
		13,555	1,932	1,932	1,932	1,932	1,932	1,932	1,932	1,932	3,040	3,040	3,040	-	38,127	36,848	(1,279)
Professional/Consulting Services																	
5801	IT	5,444	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	-	90,469	92,420	1,951
5802	Audit & Taxes	-	-	-	773	773	773	-	-	-	-	-	-	-	2,320	2,312	(8)
5803	Legal	10	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	-	26,612	28,916	2,304
5804	Professional Development	7,357	-	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	-	25,909	13,763	(12,146)
5805	General Consulting	2,627	-	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	-	14,349	11,680	(2,669)
5806	Special Activities/Field Trips	-	-	-	-	-	4,453	4,453	4,453	-	-	-	-	-	13,360	13,312	(48)
5807	Bank Charges	-	-	56	56	56	56	56	56	56	56	56	56	-	562	560	(2)
5808	Printing	-	-	0	0	0	0	0	0	0	0	0	0	-	5	5	0
5809	Other taxes and fees	-	-	128	128	128	128	128	128	128	128	128	128	-	1,282	1,278	(4)
5810	Payroll Service Fee	-	9	9	9	9	9	9	9	9	9	9	9	-	98	106	8
5811	Management Fee	4,723	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	73,473	75,000	1,527
5812	District Oversight Fee	-	1,418	2,288	2,191	2,191	2,284	451	1,156	1,308	1,214	1,214	1,214	9,813	26,742	26,742	(0)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	408	367	367	661	661	661	661	661	621	621	621	621	1,024	7,954	7,954	(0)
5815	Public Relations/Recruitment	883	-	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	-	35,473	34,465	(1,008)
		21,452	18,193	25,734	26,703	26,703	31,250	28,644	29,348	25,006	24,913	24,913	24,913	10,837	318,609	308,513	(10,096)
Depreciation																	
6900	Depreciation Expense	-	118	118	118	118	118	118	118	118	118	118	118	-	1,297	1,410	113
		-	118	118	118	118	118	118	118	118	118	118	118	-	1,297	1,410	113
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**299,754**	**242,461**	**250,761**	**251,731**	**245,108**	**248,964**	**254,234**	**252,142**	**242,869**	**241,087**	**240,424**	**239,762**	**10,837**	**3,020,133**	**2,981,891**	**(38,242)**
Monthly Surplus (Deficit)		**(123,729)**	**(85,083)**	**(6,396)**	**2,093**	**(211)**	**13,221**	**(161,957)**	**(110,768)**	**(87,635)**	**(82,677)**	**(85,704)**	**(93,873)**	**878,171**	**55,452**	**96,381**	**(40,929)**

FY26-27 California Online Public Schools - Central Coast

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 186.90

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(123,729)	(85,083)	(6,396)	2,093	(211)	13,221	(161,957)	(110,768)	(87,635)	(82,677)	(85,704)	(93,873)	878,171	**55,452**		
Cash flows from operating activities																
Depreciation/Amortization	-	118	118	118	118	118	118	118	118	118	118	118	-	**1,297**		
Public Funding Receivables	576,267	-	-	-	-	22,138	(429,998)	-	-	-	-	-	(889,008)	**(720,601)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	298,553	-	-	-	-	-	-	-	-	-	-	-	-	**298,553**		
Prepaid Expenses	26,852	-	-	-	-	-	-	-	-	-	-	-	-	**26,852**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(30,446)	-	-	-	-	-	-	-	-	-	-	-	10,837	**(19,609)**		
Accrued Expenses	(3,844)	-	-	-	-	-	-	-	-	-	-	-	-	**(3,844)**		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	3,174	-	-	(96)	-	-	(96)	-	-	(96)	-	-	(96)	**2,791**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	746,827	(84,965)	(6,278)	2,115	(93)	35,477	(591,933)	(110,650)	(87,517)	(82,654)	(85,586)	(93,755)				
Cash, Beginning of Month	1,486,953	2,233,779	2,148,814	2,142,536	2,144,651	2,144,557	2,180,034	1,588,102	1,477,452	1,389,935	1,307,280	1,221,694				
Cash, End of Month	**2,233,779**	**2,148,814**	**2,142,536**	**2,144,651**	**2,144,557**	**2,180,034**	**1,588,102**	**1,477,452**	**1,389,935**	**1,307,280**	**1,221,694**	**1,127,939**				

Cert.	Instr.
70.3%	80.9%
932,140	27,108

Pupil:Teacher Ratio
19.28 :1

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 4101.25

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 4101.25	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	31,671,730	-						**31,671,730**	31,671,730	-
	LCFF - Continuing Charters	-	-	-	-	-	-	-	-	5,182,647	5,182,647	5,182,647	5,182,647	5,182,649	**25,913,235**	25,913,235	-
8011	LCFF State Aid	-	-	-	-	-	-	31,671,730	-	5,182,647	5,182,647	5,182,647	5,182,647	5,182,649	**57,584,965**	57,584,965	-
8012	Education Protection Account	-	-	205,063	-	-	205,063	-	-	205,063	-	-	-	205,063	**820,250**	820,250	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	18,169	**18,169**	18,169	-
		-	-	205,063	-	-	205,063	31,671,730	-	5,387,709	5,182,647	5,182,647	5,182,647	5,405,880	**58,423,384**	**58,423,384**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	-	-	-	906,597	**906,597**	906,597	0
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	-	-	115,408	**115,408**	115,408	(0)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8294	Title IV, Part A	-	-	-	-	-	-	-	-	-	-	-	-	71,611	**71,611**	71,611	-
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	1,093,616	**1,093,616**	**1,093,616**	**(0)**
Other State Revenue																	
8311	State Special Education	-	-	-	-	-	-	-	-	1,099,135	1,099,135	1,099,135	1,099,135	1,099,135	**5,495,675**	5,495,675	-
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8550	Mandated Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8560	State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	1,115,540	**1,115,540**	1,115,540	-
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8599	Other State Revenue	-	13,329	13,329	23,992	23,992	23,992	23,992	23,992	23,992	23,992	23,992	23,992	23,992	**266,581**	266,581	0
		-	13,329	13,329	23,992	23,992	23,992	23,992	23,992	1,123,127	1,123,127	1,123,127	1,123,127	2,238,667	**6,877,796**	**6,877,796**	**0**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8660	Interest Revenue	-	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	-	**29,766**	32,472	(2,706)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		-	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	-	**29,766**	**32,472**	**(2,706)**
Total Revenue		**-**	**16,035**	**221,098**	**26,698**	**26,698**	**231,761**	**31,698,428**	**26,698**	**6,513,542**	**6,308,480**	**6,308,480**	**6,308,480**	**8,738,163**	**66,424,562**	**66,427,268**	**(2,706)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	1,825,009	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	1,794,258	-	**21,561,849**	23,415,322	1,853,473
1170	Teachers' Substitute Hours	-	59,414	59,414	59,414	59,414	59,414	59,414	59,414	59,414	59,414	59,414	59,414	-	**653,554**	-	(653,554)
1175	Teachers' Extra Duty/Stipends	25,318	81,009	81,009	81,009	81,009	81,009	81,009	81,009	81,009	81,009	81,009	81,009	-	**916,415**	972,821	56,406
1200	Pupil Support Salaries	273,648	332,856	332,856	332,856	332,856	332,856	332,856	332,856	332,856	332,856	332,856	332,856	-	**3,935,064**	2,981,265	(953,799)
1300	Administrators' Salaries	187,084	193,771	193,771	193,771	193,771	193,771	193,771	193,771	193,771	193,771	193,771	193,771	-	**2,318,569**	2,355,593	37,024
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		2,311,059	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	2,461,309	-	**29,385,453**	**29,725,001**	**339,548**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
2200	Support Salaries	7,180	91,418	91,418	91,418	91,418	91,418	91,418	91,418	91,418	91,418	91,418	91,418	-	**1,012,778**	127,912	(884,866)
2300	Classified Administrators'	52,014	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	-	**659,150**	926,532	267,382
2400	Clerical and Office Staff Salaries	69,138	81,261	81,261	81,261	81,261	81,261	81,261	81,261	81,261	81,261	81,261	81,261	-	**963,014**	643,568	(319,446)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		128,332	227,874	227,874	227,874	227,874	227,874	227,874	227,874	227,874	227,874	227,874	227,874	-	**2,634,942**	**1,698,012**	**(936,930)**
Benefits																	

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 4101.25

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
3101	STRS	405,294	472,514	472,514	472,514	472,514	472,514	472,514	472,514	472,514	472,514	472,514	472,514	-	**5,602,944**	5,677,475	74,531
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
3301	OASDI	16,176	29,324	29,324	29,324	29,324	29,324	29,324	29,324	29,324	29,324	29,324	29,324	-	**338,738**	210,553	(128,185)
3311	Medicare	34,007	39,297	39,297	39,297	39,297	39,297	39,297	39,297	39,297	39,297	39,297	39,297	-	**466,278**	455,634	(10,644)
3401	Health and Welfare	404,477	383,400	383,400	383,400	383,400	383,400	383,400	383,400	383,400	383,400	383,400	383,400	-	**4,621,877**	4,082,971	(538,906)
3501	State Unemployment	667	5,964	5,964	5,964	5,964	5,964	29,820	23,856	11,928	5,964	5,964	5,964	-	**113,983**	108,869	(5,114)
3601	Workers' Compensation	18,845	37,942	37,942	37,942	37,942	37,942	37,942	37,942	37,942	37,942	37,942	37,942	-	**436,210**	439,922	3,712
3901	Other Benefits	82,475	94,856	94,856	94,856	94,856	94,856	94,856	94,856	94,856	94,856	94,856	94,856	-	**1,125,887**	1,099,805	(26,082)
		961,941	1,063,297	1,063,297	1,063,297	1,063,297	1,063,297	1,087,153	1,081,189	1,069,261	1,063,297	1,063,297	1,063,297	-	**12,705,916**	**12,075,229**	**(630,687)**
Books and Supplies																	
4100	Textbooks and Core Curricula	1,129,129	182,652	182,652	182,652	121,768	115,680	109,591	103,503	97,415	91,326	85,238	79,149	-	**2,480,755**	2,422,029	(58,726)
4200	Books and Other Materials	-	611	611	611	611	-	-	-	-	-	-	-	-	**2,444**	3,057	613
4302	School Supplies	-	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	-	**114,248**	124,726	10,478
4305	Software	1,251,559	106,240	106,240	106,240	70,826	67,285	63,744	60,202	56,661	53,120	49,579	46,037	-	**2,037,732**	1,989,494	(48,238)
4310	Office Expense	-	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	-	**73,001**	79,696	6,695
4311	Business Meals	515	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	-	**26,953**	28,863	1,910
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	32,260	120,904	120,904	120,904	80,602	76,572	72,542	68,512	64,482	60,452	56,422	52,392	-	**926,946**	905,003	(21,943)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		2,413,463	429,833	429,833	429,833	293,234	278,963	265,303	251,644	237,984	224,324	210,664	197,004	-	**5,662,080**	**5,552,868**	**(109,212)**

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 4101.25

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	380	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	-	**5,423,973**	6,723,035	1,299,062
5103	Substitute Teacher	-	236	236	236	236	236	236	236	236	236	236	236	-	**2,600**	2,600	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	169	169	169	169	169	169	169	169	169	169	169	-	**1,864**	1,865	1
5106	Other Educational Consultants	-	-	15,394	15,394	15,394	15,394	15,394	15,394	15,394	15,394	15,394	15,394	-	**153,942**	154,055	113
		380	493,460	508,854	508,854	508,854	508,854	508,854	508,854	508,854	508,854	508,854	508,854	-	**5,582,379**	**6,881,555**	**1,299,176**
Operations and Housekeeping																	
5201	Auto and Travel	6,238	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	-	**267,209**	261,163	(6,046)
5300	Dues & Memberships	50,755	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	-	**196,805**	159,444	(37,361)
5400	Insurance	16,739	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	-	**205,602**	206,184	582
5501	Utilities	-	483	483	483	483	483	483	483	483	483	483	483	-	**5,316**	5,804	488
5502	Janitorial Services	1,357	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	-	**13,603**	13,369	(234)
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	84,100	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	-	**496,191**	449,885	(46,306)
5901	Postage and Shipping	1,851	-	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	-	**13,398**	11,555	(1,843)
		161,040	93,231	94,385	94,385	94,385	94,385	94,385	94,385	94,385	94,385	94,385	94,385	-	**1,198,124**	**1,107,404**	**(90,720)**
Facilities, Repairs and Other Leases																	
5601	Rent	19,355	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	-	**261,474**	264,324	2,850
5602	Additional Rent	5,737	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	-	**126,013**	131,307	5,294
5603	Equipment Leases	984	811	811	811	811	811	811	811	811	811	811	811	-	**9,907**	9,742	(165)
5604	Other Leases	304,565	6,702	6,702	6,702	6,702	6,702	6,702	6,702	6,702	26,810	26,810	26,810	-	**438,614**	398,740	(39,874)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	371	371	371	371	371	371	371	371	371	371	371	-	**4,082**	4,456	374
		330,641	40,830	40,830	40,830	40,830	40,830	40,830	40,830	40,830	60,937	60,937	60,937	-	**840,091**	**808,569**	**(31,522)**
Professional/Consulting Services																	
5801	IT	122,011	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	-	**1,979,649**	2,028,005	48,356
5802	Audit & Taxes	-	-	-	16,898	16,898	16,898	-	-	-	-	-	-	-	**50,693**	50,730	37
5803	Legal	6,482	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	-	**312,691**	334,513	21,822
5804	Professional Development	160,748	-	40,533	40,533	40,533	40,533	40,533	40,533	40,533	40,533	40,533	40,533	-	**566,082**	301,996	(264,086)
5805	General Consulting	92,954	-	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	-	**349,058**	256,292	(92,766)
5806	Special Activities/Field Trips	7,249	-	-	-	-	97,295	97,295	97,295	-	-	-	-	-	**299,133**	292,099	(7,034)
5807	Bank Charges	134	-	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	-	**12,406**	12,281	(125)
5808	Printing	-	-	10	10	10	10	10	10	10	10	10	10	-	**104**	104	0
5809	Other taxes and fees	1,303	-	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	-	**29,316**	28,034	(1,282)
5810	Payroll Service Fee	-	194	194	194	194	194	194	194	194	194	194	194	-	**2,136**	2,332	196
5811	Back Office Service Fee	118,844	110,708	110,708	110,708	110,708	110,708	110,708	110,708	110,708	110,708	110,708	110,708	-	**1,336,628**	1,328,545	(8,083)
5812	District Oversight Fee	-	-	2,051	-	-	2,051	316,717	-	53,877	51,826	51,826	51,826	54,059	**584,234**	584,234	0
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	10,024	-	-	-	-	-	-	-	32,974	32,974	32,974	32,974	22,950	**164,870**	164,870	(0)
5815	Public Relations/Recruitment	19,302	-	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	-	**775,031**	756,285	(18,746)
		539,051	307,615	455,421	470,268	470,268	569,613	867,383	550,665	540,222	538,171	538,171	538,171	77,009	**6,462,029**	**6,140,320**	**(321,709)**
Depreciation																	
6900	Depreciation Expense	180	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**28,517**	30,935	2,418
		180	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**28,517**	**30,935**	**2,418**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**6,846,087**	**5,120,023**	**5,284,378**	**5,299,225**	**5,162,626**	**5,247,700**	**5,555,666**	**5,219,325**	**5,183,293**	**5,181,726**	**5,168,066**	**5,154,406**	**77,009**	**64,499,530**	**64,019,893**	**(479,637)**
Monthly Surplus (Deficit)		**(6,846,087)**	**(5,103,988)**	**(5,063,280)**	**(5,272,526)**	**(5,135,928)**	**(5,015,940)**	**26,142,762**	**(5,192,626)**	**1,330,249**	**1,126,754**	**1,140,414**	**1,154,074**	**8,661,154**	**1,925,032**	**2,407,375**	**(482,343)**

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 4101.25

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(6,846,087)	(5,103,988)	(5,063,280)	(5,272,526)	(5,135,928)	(5,015,940)	26,142,762	(5,192,626)	1,330,249	1,126,754	1,140,414	1,154,074	8,661,154	**1,925,032**
Cash flows from operating activities														
Depreciation/Amortization	17,164	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**45,501**
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(8,738,163)	**(8,738,163)**
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	4,668,471	5,500,000	5,000,000	15,000,000	-	2,500,000	-	-	-	-	-	(17,500,000)	-	**15,168,471**
Prepaid Expenses	(40,483)	-	-	-	-	-	-	-	-	-	-	-	-	**(40,483)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	77,009	**77,009**
Accrued Expenses	2,233,457	-	-	-	-	-	-	-	-	-	-	-	-	**2,233,457**
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Cash flows from financing activities														
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total Change in Cash	32,522	398,589	(60,704)	9,730,050	(5,133,352)	(2,513,364)	26,145,338	(5,190,050)	1,332,825	1,129,330	1,142,990	(16,343,350)		
Cash, Beginning of Month	-	32,522	431,111	370,407	10,100,456	4,967,105	2,453,741	28,599,079	23,409,029	24,741,854	25,871,184	27,014,174		
Cash, End of Month	**32,522**	**431,111**	**370,407**	**10,100,456**	**4,967,105**	**2,453,741**	**28,599,079**	**23,409,029**	**24,741,854**	**25,871,184**	**27,014,174**	**10,670,824**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
69.7%	80.3%
19,706,021	202,064

Pupil:Teacher Ratio
16.20 :1

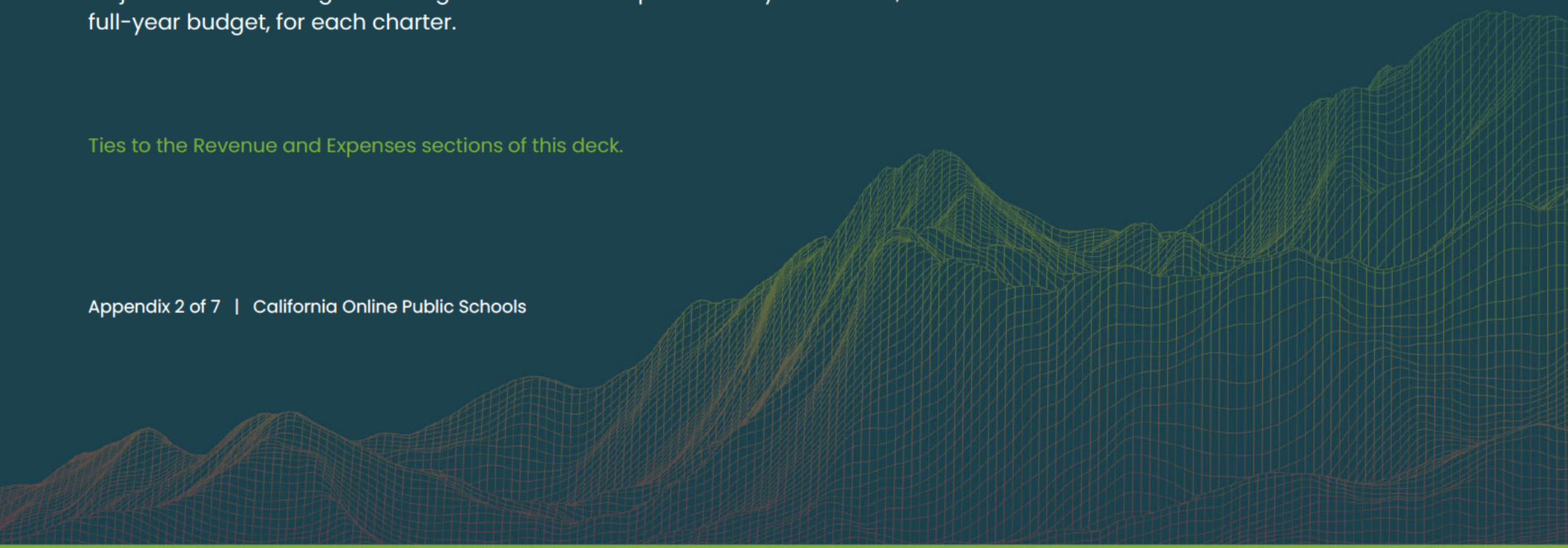
BUDGET VS. ACTUAL

Period ended July 31, 2026

Object-level actual against budget for the current period and year to date, with full-year budget, for each charter.

Ties to the Revenue and Expenses sections of this deck.

Appendix 2 of 7 | California Online Public Schools



CHARTER IMPACT

Southern California

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Expenses							
Professional/Consulting Services							
Special Activities	(7,249)	0	(7,249)	(7,249)	0	(7,249)	0
Other Taxes and Fees	(1,237)	0	(1,237)	(1,237)	0	(1,237)	0
Total Professional/Consulting Services	(8,486)	0	(8,486)	(8,486)	0	(8,486)	0
Facilities, Repairs & Other Leases							
Other Leases	7,249	0	7,249	7,249	0	7,249	0
Total Facilities, Repairs & Other Leases	7,249	0	7,249	7,249	0	7,249	0
Total Expenses	**(1,237)**	**0**	**(1,237)**	**(1,237)**	**0**	**(1,237)**	**0**
Change in Net Assets	**1,237**	**0**	**1,237**	**1,237**	**0**	**1,237**	**0**
Net Assets, Beginning of Period	**28,306,101**			**28,306,101**			
Net Assets, End of Period	**$ 28,307,338**			**$ 28,307,338**			

Central Valley

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 12,681,252
Economic Protection Account Funding	0	0	0	0	0	0	3,073,579
In Lieu of Property Taxes	0	0	0	0	0	0	902,616
Total State Aid - Revenue Limit	0	0	0	0	0	0	16,657,447
Federal Revenue							
Federal Special Education - IDEA	0	0	0	0	0	0	102,060
Title I, Part A - Basic Low Income	0	0	0	0	0	0	230,101
Title II, Part A - Teacher Quality	0	0	0	0	0	0	27,129
Title V, Part B - Charter School Grants	0	0	0	0	0	0	17,875
Total Federal Revenue	0	0	0	0	0	0	377,165
Other State Revenue							
State Special Education - AB602	70,282	0	70,282	70,282	0	70,282	1,426,725
State - Mandated Cost Reimbursement	0	0	0	0	0	0	41,432
State - State Lottery	0	0	0	0	0	0	289,605
State - Other State Revenue	0	0	0	0	0	0	899,066
Total Other State Revenue	70,282	0	70,282	70,282	0	70,282	2,656,828
Other Local Revenue							
Interest Revenue	39	1,174	(1,135)	39	1,174	(1,135)	14,089
Total Other Local Revenue	39	1,174	(1,135)	39	1,174	(1,135)	14,089
Total Revenue	**70,321**	**1,174**	**69,147**	**70,321**	**1,174**	**69,147**	**19,705,529**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	520,219	495,472	24,747	520,219	495,472	24,747	6,078,848
Certificated Teachers' Extra Duties/Stipends	7,219	21,046	(13,827)	7,219	21,046	(13,827)	252,554
Certificated Pupil Support Salaries	78,003	60,168	17,835	78,003	60,168	17,835	738,882
Certificated Supervisors' and Administrators' Salaries	53,329	42,521	10,808	53,329	42,521	10,808	522,295
Total Certificated Salaries	658,770	619,207	39,563	658,770	619,207	39,563	7,592,579
Classified Salaries							
Classified Support Salaries	2,047	2,734	(687)	2,047	2,734	(687)	33,575
Classified Supervisors' and Administrators' Salaries	14,826	19,029	(4,203)	14,826	19,029	(4,203)	233,689
Clerical, Technical, and Office Staff Salaries	19,708	15,052	4,656	19,708	15,052	4,656	184,842
Total Classified Salaries	36,581	36,815	(234)	36,581	36,815	(234)	452,106
Benefits							
State Teachers' Retirement System, certificated positions	115,530	118,269	(2,739)	115,530	118,269	(2,739)	1,450,182
OASDI/Medicare/Alternative, certificated positions	4,611	4,565	46	4,611	4,565	46	56,061
Medicare certificated positions	9,694	9,512	182	9,694	9,512	182	116,648
Health and Welfare Benefits, certificated positions	116,877	100,274	16,603	116,877	100,274	16,603	1,203,281
State Unemployment Insurance, certificated positions	191	5,364	(5,172)	191	5,364	(5,172)	107,281
Workers' Compensation Insurance, certificated positions	5,372	9,184	(3,813)	5,372	9,184	(3,813)	112,626
Other Benefits, certificated positions	23,510	22,961	549	23,510	22,961	549	281,564
Total Benefits	275,785	270,129	5,656	275,785	270,129	5,656	3,327,643
Books & Supplies							
Textbooks and Core Curricula Materials	321,394	0	321,394	321,394	0	321,394	628,782
Books and Other Reference Materials	0	158	(158)	0	158	(158)	794
School Supplies	0	2,699	(2,699)	0	2,699	(2,699)	32,380
Software	305,887	43,041	262,847	305,887	43,041	262,847	516,492
Office Expense	0	1,724	(1,725)	0	1,724	(1,725)	20,690
Business Meals	0	624	(624)	0	624	(624)	7,493
Noncapitalized Equipment	9,196	0	9,196	9,196	0	9,196	234,948
Total Books & Supplies	636,477	48,246	588,231	636,477	48,246	588,231	1,441,579
Subagreement Services							
Special Education	0	0	0	0	0	0	1,745,366
Security	0	0	0	0	0	0	484
Other Educational Consultants	0	0	0	0	0	0	39,995
Total Subagreement Services	0	0	0	0	0	0	1,785,845
Professional/Consulting Services							
IT	33,902	43,875	(9,973)	33,902	43,875	(9,973)	526,490
Audit and Tax	0	0	0	0	0	0	13,170
Legal	62	13,727	(13,664)	62	13,727	(13,664)	164,725

Central Valley

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Professional Development	45,822	0	45,821	45,822	0	45,821	78,401
General Consulting	18,037	0	18,037	18,037	0	18,037	66,536
Special Activities	0	0	0	0	0	0	75,832
Bank Charges	60	0	61	60	0	61	3,188
Printing	0	0	0	0	0	0	27
Other Taxes and Fees	0	0	0	0	0	0	7,278
Payroll Service Fee	0	50	(51)	0	50	(51)	605
Back Office Service Fee	29,770	32,843	(3,072)	29,770	32,843	(3,072)	394,111
District Oversight Fee	0	0	0	0	0	0	166,574
SELPA Fees	2,318	0	2,318	2,318	0	2,318	45,864
Public Relations	5,503	0	5,502	5,503	0	5,502	196,339
Total Professional/Consulting Services	135,474	90,495	44,979	135,474	90,495	44,979	1,739,140
Facilities, Repairs & Other Leases							
Rent	5,517	5,718	(202)	5,517	5,718	(202)	68,621
Additional Rent	441	2,841	(2,399)	441	2,841	(2,399)	34,089
Equipment Leases	0	211	(210)	0	211	(210)	2,529
Other Leases	73,077	8,626	64,450	73,077	8,626	64,450	103,517
Repairs and Maintenance	0	96	(97)	0	96	(97)	1,157
Total Facilities, Repairs & Other Leases	79,035	17,492	61,542	79,035	17,492	61,542	209,913
Operations & Housekeeping							
Auto and Travel Expense	945	0	945	945	0	945	67,800
Dues & Memberships	12,530	3,450	9,081	12,530	3,450	9,081	41,393
Insurance	4,162	4,461	(298)	4,162	4,461	(298)	53,528
Utilities	0	125	(126)	0	125	(126)	1,507
Janitorial/Trash Removal	0	289	(289)	0	289	(289)	3,470
Miscellaneous Expense	0	0	0	0	0	0	95
Communications	23,610	9,733	13,876	23,610	9,733	13,876	116,794
Postage and Shipping	0	0	0	0	0	0	3,000
Total Operations & Housekeeping	41,247	18,058	23,189	41,247	18,058	23,189	287,587
Depreciation							
Depreciation Expense	0	669	(669)	0	669	(669)	8,031
Total Depreciation	0	669	(669)	0	669	(669)	8,031
Total Expenses	**1,863,369**	**1,101,111**	**762,257**	**1,863,369**	**1,101,111**	**762,257**	**16,844,423**
Change in Net Assets	**(1,793,048)**	**(1,099,937)**	**(693,110)**	**(1,793,048)**	**(1,099,937)**	**(693,110)**	**2,861,106**
Net Assets, Beginning of Period	**8,699,376**			**8,699,376**			
Net Assets, End of Period	**$ 6,906,328**			**$ 6,906,328**			

Northern California

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 15,837,836
Economic Protection Account Funding	0	0	0	0	0	0	5,148,737
In Lieu of Property Taxes	0	0	0	0	0	0	3,515,284
Total State Aid - Revenue Limit	0	0	0	0	0	0	24,501,857
Federal Revenue							
Federal Special Education - IDEA	0	0	0	0	0	0	210,980
Title I, Part A - Basic Low Income	0	0	0	0	0	0	306,798
Title II, Part A - Teacher Quality	0	0	0	0	0	0	43,947
Title V, Part B - Charter School Grants	0	0	0	0	0	0	25,284
Total Federal Revenue	0	0	0	0	0	0	587,009
Other State Revenue							
State Special Education - AB602	118,507	0	118,507	118,507	0	118,507	2,405,675
State - Mandated Cost Reimbursement	0	0	0	0	0	0	70,430
State - State Lottery	0	0	0	0	0	0	488,320
State - Other State Revenue	0	0	0	0	0	0	795,254
Total Other State Revenue	118,507	0	118,507	118,507	0	118,507	3,759,679
Other Local Revenue							
Interest Revenue	0	2,338	(2,338)	0	2,338	(2,338)	28,059
Total Other Local Revenue	0	2,338	(2,338)	0	2,338	(2,338)	28,059
Total Revenue	**118,507**	**2,338**	**116,169**	**118,507**	**2,338**	**116,169**	**28,876,604**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	769,405	835,442	(66,037)	769,405	835,442	(66,037)	10,249,881
Certificated Teachers' Extra Duties/Stipends	10,673	35,487	(24,814)	10,673	35,487	(24,814)	425,846
Certificated Pupil Support Salaries	115,367	101,453	13,914	115,367	101,453	13,914	1,217,436
Certificated Supervisors' and Administrators' Salaries	78,873	71,697	7,177	78,873	71,697	7,177	880,672
Total Certificated Salaries	974,318	1,044,079	(69,760)	974,318	1,044,079	(69,760)	12,773,835
Classified Salaries							
Classified Support Salaries	3,027	4,610	(1,583)	3,027	4,610	(1,583)	56,611
Classified Supervisors' and Administrators' Salaries	21,929	32,087	(10,158)	21,929	32,087	(10,158)	394,037
Clerical, Technical, and Office Staff Salaries	29,148	25,379	3,768	29,148	25,379	3,768	311,671
Total Classified Salaries	54,104	62,076	(7,973)	54,104	62,076	(7,973)	762,319
Benefits							
State Teachers' Retirement System, certificated positions	170,868	199,863	(28,995)	170,868	199,863	(28,995)	2,445,233
OASDI/Medicare/Alternative, certificated positions	6,819	7,698	(878)	6,819	7,698	(878)	94,528
Medicare certificated positions	14,337	16,073	(1,736)	14,337	16,073	(1,736)	196,686
Health and Welfare Benefits, certificated positions	172,959	168,739	4,219	172,959	168,739	4,219	2,024,869
State Unemployment Insurance, certificated positions	283	5,374	(5,091)	283	5,374	(5,091)	107,486
Workers' Compensation Insurance, certificated positions	7,945	15,519	(7,574)	7,945	15,519	(7,574)	189,905
Other Benefits, certificated positions	34,771	38,797	(4,026)	34,771	38,797	(4,026)	474,760
Total Benefits	407,982	452,063	(44,081)	407,982	452,063	(44,081)	5,533,467
Books & Supplies							
Textbooks and Core Curricula Materials	475,767	0	475,768	475,767	0	475,768	1,060,225
Books and Other Reference Materials	0	267	(268)	0	267	(268)	1,339
School Supplies	0	4,550	(4,550)	0	4,550	(4,550)	54,598
Software	491,066	72,574	418,492	491,066	72,574	418,492	870,886
Office Expense	85	2,907	(2,822)	85	2,907	(2,822)	34,886
Business Meals	40	1,053	(1,013)	40	1,053	(1,013)	12,634
Noncapitalized Equipment	13,600	0	13,600	13,600	0	13,600	396,159
Total Books & Supplies	980,558	81,351	899,207	980,558	81,351	899,207	2,430,727
Subagreement Services							
Special Education	(13)	0	(13)	(13)	0	(13)	2,942,958
Security	0	0	0	0	0	0	816
Other Educational Consultants	0	0	0	0	0	0	67,437
Total Subagreement Services	(13)	0	(13)	(13)	0	(13)	3,011,211
Professional/Consulting Services							
IT	50,140	73,979	(23,838)	50,140	73,979	(23,838)	887,744
Audit and Tax	0	0	0	0	0	0	22,206
Legal	359	23,146	(22,788)	359	23,146	(22,788)	277,753

Northern California

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Professional Development	67,770	0	67,770	67,770	0	67,770	132,197
General Consulting	35,803	0	35,804	35,803	0	35,804	112,190
Special Activities	180	0	180	180	0	180	127,864
Bank Charges	101	0	100	101	0	100	5,376
Printing	0	0	0	0	0	0	45
Other Taxes and Fees	0	0	0	0	0	0	12,272
Payroll Service Fee	0	85	(85)	0	85	(85)	1,020
Back Office Service Fee	44,538	48,127	(3,590)	44,538	48,127	(3,590)	577,532
District Oversight Fee	0	0	0	0	0	0	245,019
SELPA Fees	3,928	0	3,928	3,928	0	3,928	78,500
Public Relations	8,137	0	8,138	8,137	0	8,138	331,058
Total Professional/Consulting Services	210,956	145,337	65,619	210,956	145,337	65,619	2,810,776
Facilities, Repairs & Other Leases							
Rent	8,160	9,643	(1,482)	8,160	9,643	(1,482)	115,706
Additional Rent	653	4,789	(4,137)	653	4,789	(4,137)	57,478
Equipment Leases	0	356	(356)	0	356	(356)	4,265
Other Leases	121,262	14,545	106,716	121,262	14,545	106,716	174,545
Repairs and Maintenance	0	163	(162)	0	163	(162)	1,951
Total Facilities, Repairs & Other Leases	130,075	29,496	100,579	130,075	29,496	100,579	353,945
Operations & Housekeeping							
Auto and Travel Expense	5,708	0	5,708	5,708	0	5,708	114,322
Dues & Memberships	18,533	5,816	12,716	18,533	5,816	12,716	69,796
Insurance	6,813	7,521	(708)	6,813	7,521	(708)	90,255
Utilities	306	212	95	306	212	95	2,541
Janitorial/Trash Removal	287	488	(201)	287	488	(201)	5,852
Miscellaneous Expense	0	0	0	0	0	0	159
Communications	35,128	16,411	18,717	35,128	16,411	18,717	196,933
Postage and Shipping	0	0	0	0	0	0	5,059
Total Operations & Housekeeping	66,775	30,448	36,327	66,775	30,448	36,327	484,917
Depreciation							
Depreciation Expense	0	1,128	(1,128)	0	1,128	(1,128)	13,541
Total Depreciation	0	1,128	(1,128)	0	1,128	(1,128)	13,541
Total Expenses	**2,824,755**	**1,845,978**	**978,777**	**2,824,755**	**1,845,978**	**978,777**	**28,174,738**
Change in Net Assets	**(2,706,248)**	**(1,843,640)**	**(862,608)**	**(2,706,248)**	**(1,843,640)**	**(862,608)**	**701,866**
Net Assets, Beginning of Period	**4,988,403**			**4,988,403**			
Net Assets, End of Period	**$ 2,282,155**			**$ 2,282,155**			

North Bay

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 1,858,257
Economic Protection Account Funding	0	0	0	0	0	0	40,704
In Lieu of Property Taxes	0	0	0	0	0	0	999,424
Total State Aid - Revenue Limit	0	0	0	0	0	0	2,898,385
Federal Revenue							
Federal Special Education - IDEA	0	0	0	0	0	0	23,520
Title I, Part A - Basic Low Income	0	0	0	0	0	0	37,088
Title II, Part A - Teacher Quality	0	0	0	0	0	0	4,494
Title V, Part B - Charter School Grants	0	0	0	0	0	0	10,215
Total Federal Revenue	0	0	0	0	0	0	75,317
Other State Revenue							
State Special Education - AB602	13,434	0	13,434	13,434	0	13,434	272,727
State - Mandated Cost Reimbursement	0	0	0	0	0	0	8,495
State - State Lottery	0	0	0	0	0	0	55,357
State - Other State Revenue	0	0	0	0	0	0	103,656
Total Other State Revenue	13,434	0	13,434	13,434	0	13,434	440,235
Other Local Revenue							
Interest Revenue	9	266	(256)	9	266	(256)	3,187
Total Other Local Revenue	9	266	(256)	9	266	(256)	3,187
Total Revenue	**13,443**	**266**	**13,178**	**13,443**	**266**	**13,178**	**3,417,124**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	89,172	94,707	(5,535)	89,172	94,707	(5,535)	1,161,946
Certificated Teachers' Extra Duties/Stipends	1,239	4,023	(2,784)	1,239	4,023	(2,784)	48,275
Certificated Pupil Support Salaries	13,371	11,501	1,870	13,371	11,501	1,870	141,234
Certificated Supervisors' and Administrators' Salaries	9,142	8,128	1,014	9,142	8,128	1,014	99,834
Total Certificated Salaries	112,924	118,359	(5,435)	112,924	118,359	(5,435)	1,451,289
Classified Salaries							
Classified Support Salaries	350	522	(172)	350	522	(172)	6,418
Classified Supervisors' and Administrators' Salaries	2,542	3,638	(1,096)	2,542	3,638	(1,096)	44,669
Clerical, Technical, and Office Staff Salaries	3,378	2,877	501	3,378	2,877	501	35,331
Total Classified Salaries	6,270	7,037	(767)	6,270	7,037	(767)	86,418
Benefits							
State Teachers' Retirement System, certificated positions	19,804	22,606	(2,803)	19,804	22,606	(2,803)	277,197
OASDI/Medicare/Alternative, certificated positions	790	873	(82)	790	873	(82)	10,716
Medicare certificated positions	1,662	1,818	(156)	1,662	1,818	(156)	22,296
Health and Welfare Benefits, certificated positions	20,042	19,129	913	20,042	19,129	913	229,543
State Unemployment Insurance, certificated positions	33	2,230	(2,197)	33	2,230	(2,197)	44,602
Workers' Compensation Insurance, certificated positions	920	1,755	(835)	920	1,755	(835)	21,527
Other Benefits, certificated positions	4,030	4,389	(359)	4,030	4,389	(359)	53,820
Total Benefits	47,281	52,800	(5,519)	47,281	52,800	(5,519)	659,701
Books & Supplies							
Textbooks and Core Curricula Materials	55,127	0	55,126	55,127	0	55,126	120,189
Books and Other Reference Materials	0	31	(30)	0	31	(30)	152
School Supplies	0	515	(516)	0	515	(516)	6,190
Software	54,528	8,228	46,302	54,528	8,228	46,302	98,725
Office Expense	0	329	(330)	0	329	(330)	3,955
Business Meals	0	119	(119)	0	119	(119)	1,432
Noncapitalized Equipment	1,576	0	1,576	1,576	0	1,576	44,909
Total Books & Supplies	111,231	9,222	102,009	111,231	9,222	102,009	275,552
Subagreement Services							
Special Education	0	0	0	0	0	0	333,620
Security	0	0	0	0	0	0	92
Other Educational Consultants	0	0	0	0	0	0	7,645
Total Subagreement Services	0	0	0	0	0	0	341,357
Professional/Consulting Services							
IT	5,811	8,387	(2,575)	5,811	8,387	(2,575)	100,636
Audit and Tax	0	0	0	0	0	0	2,518
Legal	11	2,624	(2,614)	11	2,624	(2,614)	31,486

North Bay

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Professional Development	7,854	0	7,855	7,854	0	7,855	14,986
General Consulting	3,440	0	3,439	3,440	0	3,439	12,718
Special Activities	0	0	0	0	0	0	14,495
Bank Charges	0	0	0	0	0	0	610
Printing	0	0	0	0	0	0	5
Other Taxes and Fees	0	0	0	0	0	0	1,391
Payroll Service Fee	0	9	(10)	0	9	(10)	116
Back Office Service Fee	5,702	6,250	(548)	5,702	6,250	(548)	75,000
District Oversight Fee	0	0	0	0	0	0	28,983
SELPA Fees	447	0	447	447	0	447	8,888
Public Relations	943	0	944	943	0	944	37,529
Total Professional/Consulting Services	24,208	17,270	6,938	24,208	17,270	6,938	329,361
Facilities, Repairs & Other Leases							
Rent	946	1,093	(148)	946	1,093	(148)	13,117
Additional Rent	75	543	(467)	75	543	(467)	6,516
Equipment Leases	0	41	(40)	0	41	(40)	483
Other Leases	13,865	1,649	12,215	13,865	1,649	12,215	19,787
Repairs and Maintenance	0	18	(18)	0	18	(18)	221
Total Facilities, Repairs & Other Leases	14,886	3,344	11,542	14,886	3,344	11,542	40,124
Operations & Housekeeping							
Auto and Travel Expense	162	0	162	162	0	162	12,960
Dues & Memberships	2,148	659	1,488	2,148	659	1,488	7,912
Insurance	738	853	(114)	738	853	(114)	10,232
Utilities	0	24	(24)	0	24	(24)	288
Janitorial/Trash Removal	0	55	(55)	0	55	(55)	663
Miscellaneous Expense	0	0	0	0	0	0	18
Communications	4,047	1,861	2,186	4,047	1,861	2,186	22,325
Postage and Shipping	0	0	0	0	0	0	573
Total Operations & Housekeeping	7,095	3,452	3,643	7,095	3,452	3,643	54,971
Depreciation							
Depreciation Expense	0	128	(128)	0	128	(128)	1,535
Total Depreciation	0	128	(128)	0	128	(128)	1,535
Total Expenses	**323,895**	**211,612**	**112,283**	**323,895**	**211,612**	**112,283**	**3,240,308**
Change in Net Assets	**(310,452)**	**(211,346)**	**(99,105)**	**(310,452)**	**(211,346)**	**(99,105)**	**176,816**
Net Assets, Beginning of Period	**1,610,701**			**1,610,701**			
Net Assets, End of Period	**$ 1,300,250**			**$ 1,300,250**			

Monterey Bay

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 3,609,951
Economic Protection Account Funding	0	0	0	0	0	0	112,603
In Lieu of Property Taxes	0	0	0	0	0	0	3,940,464
Total State Aid - Revenue Limit	0	0	0	0	0	0	7,663,018
Federal Revenue							
Federal Special Education - IDEA	0	0	0	0	0	0	61,600
Title I, Part A - Basic Low Income	0	0	0	0	0	0	75,427
Title II, Part A - Teacher Quality	0	0	0	0	0	0	10,768
Title V, Part B - Charter School Grants	0	0	0	0	0	0	10,241
Total Federal Revenue	0	0	0	0	0	0	158,036
Other State Revenue							
State Special Education - AB602	37,165	0	37,165	37,165	0	37,165	754,447
State - Mandated Cost Reimbursement	0	0	0	0	0	0	22,685
State - State Lottery	0	0	0	0	0	0	153,142
State - Other State Revenue	0	0	0	0	0	0	194,380
Total Other State Revenue	37,165	0	37,165	37,165	0	37,165	1,124,654
Other Local Revenue							
Interest Revenue	0	1,272	(1,272)	0	1,272	(1,272)	15,261
Total Other Local Revenue	0	1,272	(1,272)	0	1,272	(1,272)	15,261
Total Revenue	**37,165**	**1,272**	**35,893**	**37,165**	**1,272**	**35,893**	**8,960,969**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	237,204	262,003	(24,799)	237,204	262,003	(24,799)	3,214,460
Certificated Teachers' Extra Duties/Stipends	3,290	11,129	(7,839)	3,290	11,129	(7,839)	133,550
Certificated Pupil Support Salaries	35,567	31,816	3,750	35,567	31,816	3,750	390,716
Certificated Supervisors' and Administrators' Salaries	24,316	22,485	1,832	24,316	22,485	1,832	276,187
Total Certificated Salaries	300,377	327,433	(27,056)	300,377	327,433	(27,056)	4,014,913
Classified Salaries							
Classified Support Salaries	933	1,446	(513)	933	1,446	(513)	17,754
Classified Supervisors' and Administrators' Salaries	6,760	10,063	(3,302)	6,760	10,063	(3,302)	123,574
Clerical, Technical, and Office Staff Salaries	8,986	7,959	1,027	8,986	7,959	1,027	97,743
Total Classified Salaries	16,679	19,468	(2,788)	16,679	19,468	(2,788)	239,071
Benefits							
State Teachers' Retirement System, certificated positions	52,678	62,540	(9,862)	52,678	62,540	(9,862)	766,848
OASDI/Medicare/Alternative, certificated positions	2,103	2,414	(312)	2,103	2,414	(312)	29,645
Medicare certificated positions	4,420	5,030	(610)	4,420	5,030	(610)	61,683
Health and Welfare Benefits, certificated positions	53,326	52,918	409	53,326	52,918	409	635,018
State Unemployment Insurance, certificated positions	88	5,293	(5,207)	88	5,293	(5,207)	105,871
Workers' Compensation Insurance, certificated positions	2,449	4,857	(2,407)	2,449	4,857	(2,407)	59,555
Other Benefits, certificated positions	10,720	12,142	(1,422)	10,720	12,142	(1,422)	148,890
Total Benefits	125,784	145,194	(19,411)	125,784	145,194	(19,411)	1,807,510
Books & Supplies							
Textbooks and Core Curricula Materials	146,691	0	146,692	146,691	0	146,692	332,497
Books and Other Reference Materials	0	83	(84)	0	83	(84)	419
School Supplies	0	1,427	(1,427)	0	1,427	(1,427)	17,123
Software	150,890	22,760	128,129	150,890	22,760	128,129	273,118
Office Expense	0	912	(911)	0	912	(911)	10,941
Business Meals	0	330	(331)	0	330	(331)	3,962
Noncapitalized Equipment	4,192	0	4,193	4,192	0	4,193	124,239
Total Books & Supplies	301,773	25,512	276,261	301,773	25,512	276,261	762,299
Subagreement Services							
Special Education	0	0	0	0	0	0	922,940
Security	0	0	0	0	0	0	256
Other Educational Consultants	0	0	0	0	0	0	21,149
Total Subagreement Services	0	0	0	0	0	0	944,345

Monterey Bay

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Professional/Consulting Services							
IT	15,458	23,200	(7,742)	15,458	23,200	(7,742)	278,404
Audit and Tax	0	0	0	0	0	0	6,965
Legal	29	7,259	(7,230)	29	7,259	(7,230)	87,106
Professional Development	20,893	0	20,892	20,893	0	20,892	41,458
General Consulting	10,630	0	10,630	10,630	0	10,630	35,184
Special Activities	0	0	0	0	0	0	40,099
Bank Charges	0	0	0	0	0	0	1,686
Printing	0	0	0	0	0	0	14
Other Taxes and Fees	0	0	0	0	0	0	3,849
Payroll Service Fee	0	27	(26)	0	27	(26)	320
Back Office Service Fee	13,866	14,935	(1,069)	13,866	14,935	(1,069)	179,219
District Oversight Fee	0	0	0	0	0	0	76,630
SELPA Fees	1,231	0	1,231	1,231	0	1,231	24,482
Public Relations	2,509	0	2,509	2,509	0	2,509	103,823
Total Professional/Consulting Services	64,616	45,421	19,195	64,616	45,421	19,195	879,239
Facilities, Repairs & Other Leases							
Rent	2,515	3,024	(509)	2,515	3,024	(509)	36,286
Additional Rent	202	1,502	(1,300)	202	1,502	(1,300)	18,026
Equipment Leases	0	111	(112)	0	111	(112)	1,338
Other Leases	37,780	4,562	33,219	37,780	4,562	33,219	54,739
Repairs and Maintenance	0	51	(51)	0	51	(51)	612
Total Facilities, Repairs & Other Leases	40,497	9,250	31,247	40,497	9,250	31,247	111,001
Operations & Housekeeping							
Auto and Travel Expense	453	0	453	453	0	453	35,852
Dues & Memberships	5,713	1,824	3,889	5,713	1,824	3,889	21,889
Insurance	2,071	2,359	(287)	2,071	2,359	(287)	28,305
Utilities	0	66	(67)	0	66	(67)	796
Janitorial/Trash Removal	0	153	(153)	0	153	(153)	1,836
Miscellaneous Expense	0	0	0	0	0	0	49
Communications	10,763	5,147	5,617	10,763	5,147	5,617	61,761
Postage and Shipping	0	0	0	0	0	0	1,586
Total Operations & Housekeeping	19,000	9,549	9,452	19,000	9,549	9,452	152,074
Depreciation							
Depreciation Expense	0	354	(354)	0	354	(354)	4,247
Total Depreciation	0	354	(354)	0	354	(354)	4,247
Total Expenses	**868,726**	**582,181**	**286,546**	**868,726**	**582,181**	**286,546**	**8,914,699**
Change in Net Assets	**(831,561)**	**(580,909)**	**(250,652)**	**(831,561)**	**(580,909)**	**(250,652)**	**46,271**
Net Assets, Beginning of Period	**360,687**			**360,687**			
Net Assets, End of Period	**$ (470,874)**			**$ (470,874)**			

Central Coast

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 70,449	$ 0	$ 70,449	$ 70,449	$ 0	$ 70,449	$ 1,313,269
Economic Protection Account Funding	0	0	0	0	0	0	37,380
In Lieu of Property Taxes	92,446	0	92,446	92,446	0	92,446	1,323,581
Total State Aid - Revenue Limit	162,895	0	162,895	162,895	0	162,895	2,674,230
Federal Revenue							
Federal Special Education - IDEA	0	0	0	0	0	0	14,700
Title I, Part A - Basic Low Income	0	0	0	0	0	0	22,229
Title II, Part A - Teacher Quality	0	0	0	0	0	0	2,867
Title V, Part B - Charter School Grants	0	0	0	0	0	0	10,229
Total Federal Revenue	0	0	0	0	0	0	50,025
Other State Revenue							
State Special Education - AB602	12,337	0	12,337	12,337	0	12,337	250,448
State - Mandated Cost Reimbursement	0	0	0	0	0	0	7,944
State - State Lottery	0	0	0	0	0	0	50,838
State - Other State Revenue	793	0	793	793	0	793	12,531
Total Other State Revenue	13,130	0	13,130	13,130	0	13,130	321,761
Other Local Revenue							
Interest Revenue	0	2,688	(2,688)	0	2,688	(2,688)	32,257
Total Other Local Revenue	0	2,688	(2,688)	0	2,688	(2,688)	32,257
Total Revenue	**176,025**	**2,688**	**173,337**	**176,025**	**2,688**	**173,337**	**3,078,273**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	83,531	86,975	(3,444)	83,531	86,975	(3,444)	1,067,083
Certificated Teachers' Extra Duties/Stipends	1,154	3,695	(2,540)	1,154	3,695	(2,540)	44,333
Certificated Pupil Support Salaries	12,525	10,562	1,963	12,525	10,562	1,963	129,704
Certificated Supervisors' and Administrators' Salaries	8,563	7,464	1,098	8,563	7,464	1,098	91,684
Total Certificated Salaries	105,773	108,696	(2,923)	105,773	108,696	(2,923)	1,332,804
Classified Salaries							
Classified Support Salaries	329	480	(151)	329	480	(151)	5,893
Classified Supervisors' and Administrators' Salaries	2,380	3,340	(960)	2,380	3,340	(960)	41,022
Clerical, Technical, and Office Staff Salaries	3,165	2,642	523	3,165	2,642	523	32,447
Total Classified Salaries	5,874	6,462	(588)	5,874	6,462	(588)	79,362
Benefits							
State Teachers' Retirement System, certificated positions	18,549	20,761	(2,212)	18,549	20,761	(2,212)	254,566
OASDI/Medicare/Alternative, certificated positions	741	802	(61)	741	802	(61)	9,841
Medicare certificated positions	1,556	1,669	(113)	1,556	1,669	(113)	20,476
Health and Welfare Benefits, certificated positions	18,773	17,567	1,206	18,773	17,567	1,206	210,803
State Unemployment Insurance, certificated positions	31	2,053	(2,022)	31	2,053	(2,022)	41,046
Workers' Compensation Insurance, certificated positions	862	1,612	(749)	862	1,612	(749)	19,770
Other Benefits, certificated positions	3,775	4,030	(256)	3,775	4,030	(256)	49,426
Total Benefits	44,287	48,494	(4,207)	44,287	48,494	(4,207)	605,928
Books & Supplies							
Textbooks and Core Curricula Materials	51,632	0	51,632	51,632	0	51,632	110,377
Books and Other Reference Materials	0	28	(28)	0	28	(28)	139
School Supplies	0	474	(473)	0	474	(473)	5,684
Software	49,105	7,555	41,548	49,105	7,555	41,548	90,665
Office Expense	0	303	(302)	0	303	(302)	3,632
Business Meals	0	110	(110)	0	110	(110)	1,315
Noncapitalized Equipment	1,476	0	1,477	1,476	0	1,477	41,243
Total Books & Supplies	102,213	8,470	93,744	102,213	8,470	93,744	253,055
Subagreement Services							
Special Education	0	0	0	0	0	0	306,382
Security	0	0	0	0	0	0	85
Other Educational Consultants	0	0	0	0	0	0	7,021
Total Subagreement Services	0	0	0	0	0	0	313,488
Professional/Consulting Services							

Central Coast

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
IT	5,444	7,701	(2,259)	5,444	7,701	(2,259)	92,420
Audit and Tax	0	0	0	0	0	0	2,312
Legal	10	2,410	(2,399)	10	2,410	(2,399)	28,916
Professional Development	7,357	0	7,357	7,357	0	7,357	13,762
General Consulting	2,627	0	2,627	2,627	0	2,627	11,680
Special Activities	0	0	0	0	0	0	13,312
Bank Charges	0	0	0	0	0	0	559
Printing	0	0	0	0	0	0	5
Other Taxes and Fees	0	0	0	0	0	0	1,278
Payroll Service Fee	0	9	(9)	0	9	(9)	106
Back Office Service Fee	4,723	6,250	(1,527)	4,723	6,250	(1,527)	75,000
District Oversight Fee	0	0	0	0	0	0	26,742
SELPA Fees	408	0	408	408	0	408	7,955
Public Relations	883	0	884	883	0	884	34,465
Total Professional/Consulting Services	21,452	16,370	5,082	21,452	16,370	5,082	308,512
Facilities, Repairs & Other Leases							
Rent	886	1,004	(118)	886	1,004	(118)	12,046
Additional Rent	71	498	(428)	71	498	(428)	5,984
Equipment Leases	0	37	(37)	0	37	(37)	444
Other Leases	12,598	1,515	11,083	12,598	1,515	11,083	18,171
Repairs and Maintenance	0	16	(17)	0	16	(17)	203
Total Facilities, Repairs & Other Leases	13,555	3,070	10,483	13,555	3,070	10,483	36,848
Operations & Housekeeping							
Auto and Travel Expense	148	0	149	148	0	149	11,902
Dues & Memberships	2,012	606	1,406	2,012	606	1,406	7,266
Insurance	649	783	(134)	649	783	(134)	9,396
Utilities	0	22	(22)	0	22	(22)	265
Janitorial/Trash Removal	0	51	(50)	0	51	(50)	609
Miscellaneous Expense	0	0	0	0	0	0	16
Communications	3,791	1,708	2,082	3,791	1,708	2,082	20,503
Postage and Shipping	0	0	0	0	0	0	526
Total Operations & Housekeeping	6,600	3,170	3,431	6,600	3,170	3,431	50,483
Depreciation							
Depreciation Expense	0	118	(117)	0	118	(117)	1,410
Total Depreciation	0	118	(117)	0	118	(117)	1,410
Total Expenses	**299,754**	**194,850**	**104,905**	**299,754**	**194,850**	**104,905**	**2,981,890**
Change in Net Assets	**(123,729)**	**(192,162)**	**68,432**	**(123,729)**	**(192,162)**	**68,432**	**96,383**
Net Assets, Beginning of Period	**744,817**			**744,817**			
Net Assets, End of Period	**$ 621,087**			**$ 621,087**			

Southern California OC

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 57,584,965
Economic Protection Account Funding	0	0	0	0	0	0	820,250
In Lieu of Property Taxes	0	0	0	0	0	0	18,169
Total State Aid - Revenue Limit	0	0	0	0	0	0	58,423,384
Federal Revenue							
Title I, Part A - Basic Low Income	0	0	0	0	0	0	906,597
Title II, Part A - Teacher Quality	0	0	0	0	0	0	115,408
Title V, Part B - Charter School Grants	0	0	0	0	0	0	71,611
Total Federal Revenue	0	0	0	0	0	0	1,093,616
Other State Revenue							
State Special Education - AB602	0	0	0	0	0	0	5,495,675
State - State Lottery	0	0	0	0	0	0	1,115,540
State - Other State Revenue	0	0	0	0	0	0	266,581
Total Other State Revenue	0	0	0	0	0	0	6,877,796
Other Local Revenue							
Interest Revenue	0	2,706	(2,706)	0	2,706	(2,706)	32,472
Total Other Local Revenue	0	2,706	(2,706)	0	2,706	(2,706)	32,472
Total Revenue	**0**	**2,706**	**(2,706)**	**0**	**2,706**	**(2,706)**	**66,427,268**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	1,825,009	1,908,524	(83,515)	1,825,009	1,908,524	(83,515)	23,415,322
Certificated Teachers' Extra Duties/Stipends	25,318	81,068	(55,751)	25,318	81,068	(55,751)	972,821
Certificated Pupil Support Salaries	273,648	243,026	30,623	273,648	243,026	30,623	2,981,265
Certificated Supervisors' and Administrators' Salaries	187,084	192,432	(5,348)	187,084	192,432	(5,348)	2,355,593
Total Certificated Salaries	2,311,059	2,425,050	(113,991)	2,311,059	2,425,050	(113,991)	29,725,001
Classified Salaries							
Classified Support Salaries	7,180	10,414	(3,234)	7,180	10,414	(3,234)	127,911
Classified Supervisors' and Administrators' Salaries	52,014	75,499	(23,484)	52,014	75,499	(23,484)	926,532
Clerical, Technical, and Office Staff Salaries	69,138	52,276	16,861	69,138	52,276	16,861	643,568
Total Classified Salaries	128,332	138,189	(9,857)	128,332	138,189	(9,857)	1,698,011
Benefits							
State Teachers' Retirement System, certificated positions	405,294	463,185	(57,891)	405,294	463,185	(57,891)	5,677,475
OASDI/Medicare/Alternative, certificated positions	16,176	17,135	(959)	16,176	17,135	(959)	210,553
Medicare certificated positions	34,007	37,167	(3,160)	34,007	37,167	(3,160)	455,634
Health and Welfare Benefits, certificated positions	404,477	340,248	64,229	404,477	340,248	64,229	4,082,971
State Unemployment Insurance, certificated positions	667	5,443	(4,776)	667	5,443	(4,776)	108,869
Workers' Compensation Insurance, certificated positions	18,845	35,886	(17,040)	18,845	35,886	(17,040)	439,922
Other Benefits, certificated positions	82,475	89,713	(7,239)	82,475	89,713	(7,239)	1,099,806
Total Benefits	961,941	988,777	(26,836)	961,941	988,777	(26,836)	12,075,230
Books & Supplies							
Textbooks and Core Curricula Materials	1,129,129	0	1,129,129	1,129,129	0	1,129,129	2,422,029
Books and Other Reference Materials	0	611	(611)	0	611	(611)	3,057
School Supplies	0	10,394	(10,394)	0	10,394	(10,394)	124,727
Software	1,251,559	165,791	1,085,767	1,251,559	165,791	1,085,767	1,989,494
Office Expense	0	6,642	(6,641)	0	6,642	(6,641)	79,696
Business Meals	515	2,405	(1,890)	515	2,405	(1,890)	28,863
Noncapitalized Equipment	32,260	0	32,260	32,260	0	32,260	905,003
Total Books & Supplies	2,413,463	185,843	2,227,620	2,413,463	185,843	2,227,620	5,552,869
Subagreement Services							
Special Education	380	0	380	380	0	380	6,723,034
Substitute Teacher	0	0	0	0	0	0	2,600
Security	0	0	0	0	0	0	1,866
Other Educational Consultants	0	0	0	0	0	0	154,055
Total Subagreement Services	380	0	380	380	0	380	6,881,555
Professional/Consulting Services							

Southern California OC

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
IT	122,011	169,000	(46,989)	122,011	169,000	(46,989)	2,028,005
Audit and Tax	0	0	0	0	0	0	50,730
Legal	6,482	27,876	(21,394)	6,482	27,876	(21,394)	334,512
Professional Development	160,748	0	160,747	160,748	0	160,747	301,996
General Consulting	92,954	0	92,954	92,954	0	92,954	256,292
Special Activities	7,249	0	7,249	7,249	0	7,249	292,099
Bank Charges	134	0	134	134	0	134	12,281
Printing	0	0	0	0	0	0	103
Other Taxes and Fees	1,303	0	1,303	1,303	0	1,303	28,034
Payroll Service Fee	0	195	(194)	0	195	(194)	2,332
Back Office Service Fee	118,844	110,712	8,132	118,844	110,712	8,132	1,328,545
District Oversight Fee	0	0	0	0	0	0	584,234
SELPA Fees	10,024	0	10,024	10,024	0	10,024	164,870
Public Relations	19,302	0	19,302	19,302	0	19,302	756,285
Total Professional/Consulting Services	539,051	307,783	231,268	539,051	307,783	231,268	6,140,318
Facilities, Repairs & Other Leases							
Rent	19,355	22,027	(2,672)	19,355	22,027	(2,672)	264,325
Additional Rent	5,737	10,942	(5,205)	5,737	10,942	(5,205)	131,307
Equipment Leases	984	812	172	984	812	172	9,741
Other Leases	304,565	33,228	271,336	304,565	33,228	271,336	398,741
Repairs and Maintenance	0	372	(371)	0	372	(371)	4,456
Total Facilities, Repairs & Other Leases	330,641	67,381	263,260	330,641	67,381	263,260	808,570
Operations & Housekeeping							
Auto and Travel Expense	6,238	0	6,238	6,238	0	6,238	261,163
Dues & Memberships	50,755	13,287	37,469	50,755	13,287	37,469	159,444
Insurance	16,739	17,182	(443)	16,739	17,182	(443)	206,185
Utilities	0	483	(484)	0	483	(484)	5,803
Janitorial/Trash Removal	1,357	1,114	243	1,357	1,114	243	13,369
Communications	84,100	37,491	46,609	84,100	37,491	46,609	449,885
Postage and Shipping	1,851	0	1,851	1,851	0	1,851	11,555
Total Operations & Housekeeping	161,040	69,557	91,483	161,040	69,557	91,483	1,107,404
Depreciation							
Depreciation Expense	180	2,578	(2,398)	180	2,578	(2,398)	30,936
Total Depreciation	180	2,578	(2,398)	180	2,578	(2,398)	30,936
Total Expenses	**6,846,087**	**4,185,158**	**2,660,929**	**6,846,087**	**4,185,158**	**2,660,929**	**64,019,894**
Change in Net Assets	**(6,846,087)**	**(4,182,452)**	**(2,663,635)**	**(6,846,087)**	**(4,182,452)**	**(2,663,635)**	**2,407,375**
Net Assets, Beginning of Period	**0**			**0**			
Net Assets, End of Period	**$ (6,846,087)**			**$ (6,846,087)**			

STATEMENT OF FINANCIAL POSITION

As of July 31, 2026

Assets, liabilities and net assets by charter, including public funding receivables, due to/from related parties and deferred revenue.

Net assets tie to the Ending Fund Balance shown in the Fund Balance section.

Appendix 3 of 7 | California Online Public Schools

CHARTER IMPACT

California Online Public Schools

Statement of Financial Position

July 31, 2026

	Southern California	Central Valley	Northern California	North Bay	Monterey Bay	Central Coast	Southern California OC	Total
Assets								
Current Assets								
Cash & Cash Equivalents	$ 14,184,930	$ 9,243,609	$ 9,656,330	$ 2,048,432	$ 3,657,816	$ 2,233,779	$ 0	$ 41,024,897
Accounts Receivable	73,172	0	0	0	0	0	0	73,171
Public Funding Receivables	1,441,314	447,481	4,002,752	424,002	1,114,977	88,188	0	7,518,714
Due To/From Related Parties	19,161,172	(1,042,758)	(6,511,886)	(716,509)	(4,697,992)	(1,523,556)	(4,668,471)	0
Prepaid Expenses	0	2,103	3,383	392	1,048	356	40,483	47,765
Total Current Assets	34,860,588	8,650,435	7,150,579	1,756,317	75,849	798,767	(4,627,988)	48,664,547
Long-term Assets								
Property & Equipment, Net	0	0	(1)	0	0	0	15,357	15,357
Right-of-Use Asset, Net	732,506	73,032	237,065	21,202	65,508	6,802	0	1,136,114
Deposits	20,287	100	0	0	0	0	0	20,387
Total Long-term Assets	752,793	73,132	237,064	21,202	65,508	6,802	15,357	1,171,858
Total Assets	**$ 35,613,381**	**$ 8,723,567**	**$ 7,387,643**	**$ 1,777,519**	**$ 141,357**	**$ 805,569**	**$ (4,612,631)**	**$ 49,836,405**
Liabilities								
Current Liabilities								
Accounts Payable	$ 122,558	$ 30,987	$ 38,703	$ 3,730	$ 11,107	$ 3,599	$ 0	$ 210,684
Accrued Liabilities	2,145,528	224,079	2,206,908	109,211	158,880	24,493	2,233,456	7,102,556
Deferred Revenue	4,273,967	1,484,529	2,611,867	342,048	373,552	148,952	0	9,234,914
Operating Lease Liability, Current Portion	246,482	33,559	84,388	8,149	24,294	4,385	0	401,258
Total Current Liabilities	6,788,535	1,773,154	4,941,866	463,138	567,833	181,429	2,233,456	16,949,412
Long-term Liabilities								
Operating Lease Liability, Net of Current Porti	517,507	44,085	163,622	14,131	44,398	3,053	0	786,796
Total Long-term Liabilities	517,507	44,085	163,622	14,131	44,398	3,053	0	786,796
Total Liabilities	**7,306,042**	**1,817,239**	**5,105,488**	**477,269**	**612,231**	**184,482**	**2,233,456**	**17,736,208**
Net Assets, End of Period	**28,307,338**	**6,906,328**	**2,282,155**	**1,300,250**	**(470,874)**	**621,087**	**(6,846,087)**	**32,100,197**
Liabilities & Net Assets	**$ 35,613,381**	**$ 8,723,567**	**$ 7,387,643**	**$ 1,777,519**	**$ 141,357**	**$ 805,569**	**$ (4,612,631)**	**$ 49,836,405**

STATEMENT OF CASH FLOWS

Period ended July 31, 2026

Change in net assets reconciled to the change in cash, by charter.

Ending cash ties to the July figures in the Cash Balance section.

Appendix 4 of 7 | California Online Public Schools



CHARTER IMPACT

California Online Public Schools

Statement of Cash Flows

For the period ended July 31, 2026

	Southern California	Central Valley	Northern California	North Bay	Monterey Bay	Central Coast	Southern California OC	Total
Cash Flows from Operating Activites								
Change in Net Assets	$ 1,237	$ (1,793,048)	$ (2,706,248)	$ (310,452)	$ (831,561)	$ (123,729)	$ (6,846,087)	$ (12,609,888)
Adjustments								
Depreciation	(16,984)	0	0	0	0	0	17,164	180
(Increase) Decrease in Operating Assets								
Public Funding Receivables	7,635,445	4,610,413	5,394,219	131,030	1,678,551	576,267	0	20,025,924
Grants, Contributions & Pledges Receivable	1,207,294	0	0	0	0	0	0	1,207,295
Due from Related Parties	(10,776,798)	1,869,374	2,767,071	318,593	854,736	298,553	4,668,471	0
Prepaid Expenses	872,062	163,780	307,581	31,870	93,096	26,852	(40,483)	1,454,759
Increase (Decrease) in Operating Liabilities								
Accounts Payable	(985,340)	(247,670)	(352,547)	(31,555)	(105,807)	(30,446)	0	(1,753,365)
Accrued Expenses	(3,775,630)	(9,187)	(44,426)	(3,903)	(10,219)	(3,844)	2,233,457	(1,613,755)
Deferred Revenue	99,398	32,326	32,894	3,353	8,017	3,174	0	179,162
Total Cash Flows from Operating Activites	**(5,739,316)**	**4,625,988**	**5,398,544**	**138,936**	**1,686,813**	**746,827**	**32,522**	**6,890,312**
Cash Flows from Investing Activities								
Purchases of Property & Equipment	32,522	0	0	0	0	0	(32,522)	0
Total Cash Flows from Investing Activities	**32,522**	**0**	**0**	**0**	**0**	**0**	**(32,522)**	**0**
Change in Cash and Cash Equivalents	**(5,706,795)**	**4,625,988**	**5,398,544**	**138,936**	**1,686,813**	**746,827**	**0**	**6,890,312**
Cash & Cash Equivalents, Beginning of Period	**19,891,725**	**4,617,622**	**4,257,786**	**1,909,496**	**1,971,004**	**1,486,953**	**0**	**34,134,585**
Cash & Cash Equivalents, End of Period	**$ 14,184,930**	**$ 9,243,609**	**$ 9,656,330**	**$ 2,048,432**	**$ 3,657,816**	**$ 2,233,779**	**$ 0**	**$ 41,024,897**

AP AGING

As of July 31, 2026

Outstanding vendor invoices by charter, bucketed current through 90+ days past due.

Supports the accounts payable balance on the Statement of Financial Position.

Appendix 5 of 7 | California Online Public Schools



CHARTER IMPACT

Southern California

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Absence Soft, LLC	518539	07/03/2026	$ -	$ 1,433	$ -	$ -	$ -	$ 1,433
Absence Soft, LLC	518539	07/03/2026	0	15,765.74	-	-	-	15,766
Community Therapy Services	CTS_SOUTHERN__MAY_20	07/17/2026	0	25,250.50	-	-	-	25,251
[redacted]	STOC072726	07/27/2026	-	516.15	-	-	-	516.15
[redacted]	STOC072726	07/27/2026	-	75.12	-	-	-	75.12
JLM Psychological Services, Inc.	5858	07/29/2026	-	5,500.00	-	-	-	5,500.00
Milestones Therapy Group, A Prof. SLP Co	1420	08/04/2026	75,440.51	-	-	-	-	75,440.51
San Diego Gas & Electric	SAND040626-7432	04/21/2026	-	-	-	-	(13.13)	(13.13)
San Diego Gas & Electric-1889	SAND050626-1889	06/05/2026	-	-	(681.15)	-	-	(681.15)
San Diego Gas & Electric-1889	SAND040626-1889	04/26/2026	-	-	-	-	(728.98)	(728.98)
Total Outstanding Invoices			**$ 75,441**	**$ 48,541**	**$ (681)**	**$ -**	**$ (742)**	**$ 122,558**

Central Valley

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Absence Soft, LLC	518539	07/03/2026	$ -	$ 333	$ -	$ -	$ -	$ 333
Absence Soft, LLC	518539	07/03/2026	0	3,667.13	-	-	-	3,667
Community Therapy Services	CTS_CENTRAL VALLEY_MA	07/17/2026	0	6,590.50	-	-	-	6,591
Milestones Therapy Group, A Prof. SLP Co	1420	08/04/2026	20,395.54	-	-	-	-	20,396
Total Outstanding Invoices			**$ 20,396**	**$ 10,591**	**$ -**	**$ -**	**$ -**	**$ 30,987**

Northern California

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Absence Soft, LLC	518539	07/03/2026	$ -	$ 6,179	$ -	$ -	$ -	$ 6,179
Absence Soft, LLC	518539	07/03/2026	-	562	-	-	-	562
Community Therapy Services	CTS_NORTHERN_MAY_202	07/17/2026	-	6,995	-	-	-	6,995
DHH Educational Solutions	1194	07/19/2026	-	905	-	-	-	905
DHH Educational Solutions	1203	07/26/2026	-	603	-	-	-	603
Milestones Therapy Group, A Prof. SLP Co	1420	08/04/2026	17,969	-	-	-	-	17,969
Purchase Power-6016	PITN081725-6016	09/14/2025	-	-	-	-	(1,017)	(1,017)
[redacted]	SYED072426	07/24/2026	-	6,507	-	-	-	6,507
Total Outstanding Invoices			**$ 17,969**	**$ 21,751**	**$ -**	**$ -**	**$ (1,017)**	**$ 38,703**

North Bay

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Absence Soft, LLC	518539	07/03/2026	$ -	$ 63	$ -	$ -	$ -	$ 63
Absence Soft, LLC	518539	07/03/2026	-	693	-	-	-	693
Community Therapy Services	CTS_NORTH BAY_MAY_20	07/17/2026	-	1,537	-	-	-	1,537
Milestones Therapy Group, A Prof. SLP Co	1420	08/04/2026	1,437	-	-	-	-	1,437
Total Outstanding Invoices			**$ 1,437**	**$ 2,293**	**$ -**	**$ -**	**$ -**	**$ 3,730**

Monterey Bay

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Absence Soft, LLC	518539	07/03/2026	$ -	$ 176	$ -	$ -	$ -	$ 176
Absence Soft, LLC	518539	07/03/2026	-	1,935	-	-	-	1,935
Community Therapy Services	CTS_CENTRAL COAST_MAY	07/17/2026	-	3,782	-	-	-	3,782
Milestones Therapy Group, A Prof. SLP Co	1420	08/04/2026	5,215	-	-	-	-	5,215
Total Outstanding Invoices			**$ 5,215**	**$ 5,893**	**$ -**	**$ -**	**$ -**	**$ 11,107**

Central Coast

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Absence Soft, LLC	518539	07/03/2026	$ -	$ 58	$ -	$ -	$ -	$ 58
Absence Soft, LLC	518539	07/03/2026	-	635	-	-	-	635
Community Therapy Services	CTS_CENTRAL COAST_MAY	07/17/2026	-	572	-	-	-	572
Milestones Therapy Group, A Prof. SLP Co	1420	08/04/2026	2,334	-	-	-	-	2,334
Total Outstanding Invoices			**$ 2,334**	**$ 1,265**	**$ -**	**$ -**	**$ -**	**$ 3,599**

Southern California OC

Accounts Payable Aging

For the period ended July 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Total Outstanding Invoices			$ -	$ -	$ -	$ -	$ -	$ -

Coversheet

Educational Services Updates

Section: IV. Oral Reports
Item: E. Educational Services Updates
Purpose: FYI
Submitted by:
Related Material: 25_26 EOY (Q4) SET Data Review BM 9.8.26.pdf

School Enhancement Target (SET) Review

Quarter 4
2025-2026
School Year Review



School Enhancement Target (SET) Goals 25/26

- **Grad Rate**

Every 10 weeks, 68% of 12th grade students in their 4th year of high school will be on track for graduation.

- **Academic**

Every 10 weeks, 50% of PLC SMART goals (math and schoolwide) will be met.

- **Engagement**

Every 10 weeks, 90% of students will receive 5 successful contacts.



Grad Rate



Every 10 weeks, 68% of 12th grade students in their 4th year of high school will be on track for graduation.

CalOPS Schools 25/26 Grad Rate*

*(*These are preliminary results pulled from CALPADS. Official graduation rates and student-group results will be available with the California School Dashboard release in October.)*

School	25/26 4 Year Rate	24/25 4 Year Rate	25/26 5 Year Rate	24/25 5 Year Rate
SoCal	80.07%	78.78%	80.83%	79.71%
NorCal	77.85%	75.60%	79.31%	76.97%
Central Valley	75.68%	77.78%	76.92%	78.63%
North Bay	76.74%	55.17%	78.72%	55.17%
Central Coast	67.74%	63.16%	68.75%	63.16%
Monterey Bay	81.20%	78.85%	82.54%	80.53%
CalOPS	78.87%	77.29%	79.92%	78.37%

Link: CALPADS graduate data pull 8/31/26

Project Success (PS) Update 25/26 school year

Data Description	Q1 25/26	Q2 25/26	Q3 25/26	Q4 25/26
# of STs Enrolled	245	223	256	216
# courses attempted	1377	1274	1495	1236
# of Courses Passed	1321	1240	1442	**1216**
# of Courses Failed	56	34	53	20
# of quarter graduates	20	34	38	**149**
Pass Rate	96%	97%	96%	**98.4%**

Link: PS 2018 through 2026

Powered by BoardOnTrack

CalOPS Summer School 2026



CalOPS	2026	2025
Total Number of Students	509	377
Total Courses Passed	1059	977
Student Pass Rate	83%	94%
Total Graduates	21	27

Total Number of credits earned in Summer School 2026: **5,295**

Link: 2026 CalOPS Summer School

Grad Rate: What We Learned and Next Steps

What We Learned

- Preliminary CalOPS graduation results improved year over year.
- Project Success continues to demonstrate strong course completion outcomes.
- Summer School served more students and generated 5,295 credits.
- Smaller schools and students who become credit deficient before senior year require earlier intervention.

26/27 Focus

- Identify off-track students earlier through CHAMPS and SSP.
- Strengthen counselor involvement in credit monitoring and intervention.
- Continue consistent Project Success implementation across all six schools.
- Maintain targeted support for 11th- and 12th-grade students.
-

Academic

Every 10 weeks, 50% of PLC SMART goals (math and schoolwide) will be met.



SMART Goal Data Q4 25/26

- **Schoolwide PLCs:**
  - 80% of SMART goals were met.
- **Math PLCs:**
  - 65% of SMART goals were met.

Link: Q4 SMART Goal data results



Academic:
What We Learned and Next Steps

- PLC SMART goal cycles are producing positive results with both Schoolwide and Math PLCs exceeding the 50% SET target in Q4.
- In 26/27, we will continue 10-week SMART goal cycles while strengthening the use of i-Ready, IXL, Mastery Connect, and Parsec to ensure PLC goals are increasingly grounded in timely, actionable student data.

Engagement

Every 10 weeks, 90% of students will receive 5 successful contacts.



Contact Data Details Q4 25/26

- Measure - The percentage of students that received 5 or more contacts - April 2026 through June 2026
- Contact Manager Report- Student by Month
- Student Stage - Enrolled
- Contact Type -
  - In Person,
  - LiveClass,
  - Small Group LiveClass,
  - Zoom/Video Call,
  - Phone

Engagement Data - % of STs receiving 5 or more contacts in a 10 week period- Q4 25/26

CalOPS	Q4 25/26
Schoolwide	85%
Elementary	98%
Middle	82%
High	74%

Engagement Data - % of STs receiving 5 or more contacts in a 10 week period- Q4 25/26

	Q1 25/26	Q2 25/26	Q3 25/26	**Q4 25/26**
Schoolwide	98.7%	89.2%	86%	**85%**
Elementary	99.9%	98%	96%	**98%**
Middle	98.2%	89.5%	90%	**82%**
High	98.1%	80.8%	71%	**74%**

Diagnostic 3 (Spring) - 25/26 SY Participation

Elementary School

i-Ready Reading
94%

i-Ready Math
94%

Middle School

i-Ready Reading
96%

i-Ready Math
96%

High School

IXL Reading
71%

IXL Math
68%

Engagement: What we learned and Next Steps

- Celebrate our contact efforts and make adjustments as needed
  - Continue focus on monitoring contacts from a grade band admin and supervisory level with better access to reports.
- Strengthen grade-band monitoring of synchronous contacts and diagnostic participation.
- Improve staff access to timely i-Ready/IXL results and actionable reports through Parsec.
- Provide targeted training and establish clearer expectations for diagnostic administration, participation, and use of results.

25/26 SET Year-End Scorecard

SET Measure	Goal	Q4 / EOY Result	Status
Graduation Rate*	68%	78.87%*	↑ Positive Trend
Schoolwide SMART Goals	50%	80%	✓ Exceeded
Math SMART Goals	50%	65%	✓ Exceeded
5+ Successful Contacts	90%	85%	↓ Below
Elementary Diagnostics	95%	94% R / 94% M	◐ Near Target
Middle School Diagnostics	95%	96% R / 96% M	✓ Exceeded
High School Diagnostics	95%	71% R / 68% M	↓ Below

Academic targets were exceeded, while engagement and high school diagnostic participation remain key areas of focus for SET 2.0..



California Online Public Schools

What's next for the SET...

School Enhancement Target: 2019 - 2026

2019 — Establishing the SET → **2024 — Building CalOPS Data Capacity** → **2026 — SET 2.0**



School Enhancement Targets path

2019 — Establishing the SET

- Started in 2019 by Dr. Romero
- Input of ELT
- Established three schoolwide enhancement targets.
- Identified available data sources and measures.
- Created quarterly monitoring and reporting cycles.
- Connected SET goals to the LCAP.

2024 — Building CalOPS Data Capacity

- Expanded access to schoolwide and grade-band data.
- Refined data sources and reporting during the CalOPS transition.
- Identified the need for greater collaboration around data analysis.
- Began integrating the Data Inquiry Protocol (DIP).
- Shifted from monitoring results toward understanding why results occur.

2026 — SET 2.0

- Align SET measures more directly with LCAP goals and school priorities.
- Use consistent local and Dashboard measures.
- Move from data reporting to **data inquiry and action**.
- Provide teams timely, actionable data.
- Identify targeted improvement areas through the DIP (Data Inquiry Protocol)

SET 2.0 details

Goal #1 - Academic

1. All students will learn and achieve in a safe, secure, effective, and rigorous learning environment.

Data Sources

- Local - SBAC Interims and iReady Diagnostics Performance Report

Goal #2 - Engagement

1. All stakeholder groups will demonstrate active engagement in the school program.

Data Sources

- Dashboard - Chronic Absenteeism, Suspension
- Local - SBAC Interim Participation, iReady Participation, Chronic Absenteeism, Synchronous Contacts

- Identification of deeper target areas to meet School Priorities and LCAP/SET goals
- Development of the DIP - What is the data telling us?
- Using the tools we have: Interims and Diagnostic participation and performance, Absenteeism, Synchronous contacts
- Getting accurate data at teams' fingertips in a timely manner
- * Graduation Rate remains a high school and counseling priority and will continue to be monitored through targeted cohort and credit-recovery supports

Link: SET 2.0 Dates and Information

Thank you!!

Thank you for your time today and please reach out to me with any questions!

Coversheet

District Priorities (attached)

Section: V. Information Items
Item: B. District Priorities (attached)
Purpose: Discuss
Submitted by:
Related Material: CalOPS Priorities w Values.pdf

CalOPS District Priorities with Values 2026–2030

1 ACADEMIC GROWTH

- Ownership
  - When a child's success is at stake, no one gets to say that's not my job.
  - Own your part when something goes wrong — and when it goes right.
- Care
  - Know the names, the stories, and the struggles of the students you serve.
  - Some people arrive carrying more than the work. Honor that too.
- Collaboration
  - Collaboration is not a meeting. It is a mindset.
- Access
  - We chose online education because it opens doors. Never let our systems close them.
  - We are navigators. We forge a path for every student's unique journey.

2 POSTSECONDARY READINESS

- Ownership
  - Own your part when something goes wrong — and when it goes right.
  - Own our students' education like it matters every day. Because it does.
- Care
  - Care about students because they are worth it — and each other because the work demands it.
- Collaboration
  - What we grow together is bigger than any one of us.
- Access
  - Equity is not an add-on. It is built into every decision we make.
  - We are navigators. We forge a path for every student's unique journey.
  - A student's circumstance does not determine their ceiling here.

3 THE STUDENT AND FAMILY EXPERIENCE - ENGAGEMENT AND RETENTION

- Ownership
  - When a child's success is at stake, no one gets to say that's not my job.
  - When something isn't working, speak up and be part of the solution.
- Care
  - Know the names, the stories, and the struggles of the students you serve.
  - Show up for the person in front of you, not the version you've already decided on.
- Collaboration
  - Invest in the relationship. That is what makes the learning possible.
  - What we grow together is bigger than any one of us.
- Access
  - We are not limited by walls, class seats, or zip codes. Use that freedom fully.

4 FISCAL STEWARDSHIP AND EARLY WARNING

- Ownership
  - When something isn't working, speak up and be part of the solution.

- Don’t wait to be told. If you see it, it’s yours.

- Care
  - Don’t confuse comfort with kindness. Sometimes caring means the hard thing.

- Collaboration
  - Don’t solve in a silo what belongs to the whole team.
  - Disagreement is welcome here. Disengagement is not.

- Access
  - Equity is not an add-on. It is built into every decision we make.
  - A student’s circumstance does not determine their ceiling here.
  - We are not limited by walls, class seats, or zip codes. Use that freedom fully.

5 LEADERSHIP DEVELOPMENT AND ORGANIZATIONAL CULTURE

- Ownership
  - It is safe to make a mistake here. Take a swing, own the miss, get back up.
  - When a child’s success is at stake, no one gets to say that’s not my job.
  - Own our students’ education like it matters every day. Because it does.

- Care
  - Some people arrive carrying more than the work. Honor that too.
  - Care about students because they are worth it — and each other because the work demands it.

- Collaboration
  - Our collective efficacy brings value no individual can.
  - Disagreement is welcome here. Disengagement is not.

- Access
  - We are not limited by walls, class seats, or zip codes. Use that freedom fully.
  - We are navigators. We forge a path for every student’s unique journey.

Coversheet

CalOPS Cybersecurity Overview (attached)

Section: V. Information Items
Item: C. CalOPS Cybersecurity Overview (attached)
Purpose: Discuss
Submitted by:
Related Material: CalOPS Cybersecurity Report 2025-2026.pdf

Cybersecurity Report

California Online Public Schools

2025–2026 School Year

California Online Public Schools

PROGRAM AT A GLANCE

- Layered, defense-in-depth cybersecurity approach
- Delivered jointly by the Technology Department and SoftMSP
- Covers endpoint, network, email, and data protection

Overview

During the 2025–2026 school year, California Online Public Schools (CalOPS) maintained a layered cybersecurity program supported by the internal Technology Department and managed cybersecurity and technology services provided by SoftMSP.

The program incorporates:

- Endpoint protection, device management, and proactive system monitoring
- Security monitoring, email and data protection
- Staff security awareness and incident response

SoftMSP Cybersecurity Services

- Enterprise Endpoint Protection with Next-Gen Antivirus
- XDR/MDR threat detection, monitoring & response
- Managed Security Operations Center (SOC)
- Email Protection & spam filtering
- Data Loss Prevention (DLP) & Mass Data Protection
- Cybersecurity Awareness Training
- Phishing Simulations
- Cybersecurity Compliance Assessments & Reporting
- Incident Management and Response

Together, these services provide layered preventative, detective, and responsive controls.

Device Management & Monitoring

CalOPS uses multiple platforms to manage, monitor, and maintain organizational devices:

- **Jamf** — centralized management and administration of supported Apple devices
- **NinjaOne (SoftMSP RMM)** — proactive monitoring, automated alerts, remote troubleshooting, and maintenance to address issues before they cause downtime
- **Symbol** — part of CalOPS's device and technology management environment

Together, these platforms support centralized device administration, proactive monitoring, maintenance, and operational security.

Software & Vulnerability Management

SoftMSP provides software installation, configuration, updates, patches, upgrades, troubleshooting, and proactive monitoring.

- Installation, configuration & upgrades
- Ongoing patching & updates
- Proactive monitoring & troubleshooting

Maintaining current software and applying security patches helps reduce exposure to known vulnerabilities and supports the security and stability of CalOPS systems.

Security Awareness & Data Protection

CalOPS recognizes that cybersecurity depends on both technology and user awareness.

- Cybersecurity awareness training and phishing simulations help staff recognize and respond to threats
- Email and data protections include spam filtering, Data Loss Prevention (DLP), and Mass Data Protection

These layers provide additional safeguards for organizational information.

Incident Response & Monitoring

SoftMSP provides proactive monitoring and incident management support through NinjaOne RMM and its managed cybersecurity services.

- Automated monitoring alerts IT personnel to outages, anomalies, vulnerabilities, and other conditions
- Remote troubleshooting and remediation, with escalation for unresolved incidents

This support complements the CalOPS Technology Department's internal monitoring, administration, and incident response processes.

Layered Security Model

Area	Primary Controls
Endpoint Security	Endpoint Protection, Next-Gen Antivirus, XDR/MDR
Security Monitoring	Managed SOC, NinjaOne RMM
Device Management	Jamf, NinjaOne, Symbol
Email Security	Email Protection, Spam Filtering
Data Protection	DLP, Mass Data Protection
User Awareness	Security Training, Phishing Simulations
Vulnerability Management	Software Updates, Patches, Monitoring
Incident Response	SoftMSP Incident Management and IT Support
Compliance	Cybersecurity Assessments and Reporting

CONCLUSION

A Defense-in-Depth Approach

During the 2025–2026 school year, CalOPS maintained a defense-in-depth cybersecurity approach supported by internal Technology Department operations and SoftMSP's managed cybersecurity services.

The combination of endpoint protection, XDR/MDR, Managed SOC services, device management through Jamf, NinjaOne RMM, and Symbol, proactive monitoring, email and data protection, security awareness training, software maintenance, and incident response provides multiple layers of protection designed to reduce cybersecurity risk and support the security and availability of CalOPS technology systems and data.

Coversheet

Approval of Minutes from the August 11, 2026 CalOPS Board Meeting (attached)

Section:	VI. Consent Items
Item:	A. Approval of Minutes from the August 11, 2026 CalOPS Board Meeting (attached)
Purpose:	Vote
Submitted by:	
Related Material:	260811 CalOPS Board Minutes DRAFT.pdf

DRAFT

California Online Public Schools

California Online Public Schools

Minutes

California Online Public Schools (CalOPS) Board Meeting

Date and Time
Tuesday August 11, 2026 at 5:00 PM

Location
CalOPS NorCal: 580 N. Wilma Avenue, Suite G, Ripon, CA 95366
CalOPS SoCal: 33272 Valle Road, San Juan Capistrano, CA 92675
1201 Cara Road, Dinuba, CA 93618
32946 Calle San Marcos, San Juan Capistrano, 92675
3753 W. Norberry Street, Lancaster, CA 93536
4108 W Avenue J6, Lancaster, CA 93536
3950 Crondall Dr, Sacramento, CA 95864

Join Zoom Meeting
https://californiaops-org.zoom.us/j/92843576813
Meeting ID: 928 4357 6813
Dial In: +1 (669) 900-9128 ext. 928-4357-6813# US

California Online Public Schools is the Governing Board for:
CalOPS Central Coast
CalOPS Central Valley
CalOPS Monterey Bay
CalOPS North Bay
CalOPS Northern California
CalOPS Southern California

School Phone: +1 (800) 906-5166
School Fax: +1 (559) 746-0497

This meeting is open to members of the public. For information about meetings or for members of the public who require special accommodations to attend, please visit our website at www.californiaops.org/governance or contact the school offices: Dana Hohn (NorCal) or Eva McGahey (SoCal) at (800) 906-5166 at least 24 hours prior to the meeting. The Board packet can be made available for public review by contacting the school offices prior to the Board meeting in compliance with California open meeting law.This meeting is open to members of the public. For information about meetings or for members of the public who require special accommodations to attend, please visit our website at www.californiaops.org/governance or contact the school offices: Dana Hohn (NorCal) or Eva McGahey (SoCal) at (800) 906-5166 at least 24 hours prior to the meeting. The board packet can be made available for public review by contacting the school offices prior to the Board meeting in compliance with California open meeting law.

Directors Present
A. Pulsipher (remote), D. Rivas (remote), J. Stockdale (remote), P. Pulsipher (remote), Z. Robeson (remote)

Directors Absent
E. Wickliffe, M. Henjum

Guests Present
A. Larsen (remote), A. Philips (remote), Brendon Harrington (remote), D. Hertzler (remote), E. McGahey (remote), H. Tamayo (remote), J. Colombero, J. Condon, L. Carter (remote), L. Dombek (remote), L. Hernandez (remote), M. Brockway (remote), M. Duran (remote), M. Lemos (remote), M. White (remote), Paul Minney (remote), R. Dreifus (remote), R. Romero (remote), R. Savage (remote), Sangar Safi (remote), Wendy Walker (remote), Z. Kidd (remote)

I. Opening Items

A. Roll Call

CalOPS Staff
Amy Philips - High School Assistant Principal
Ashley Larsen - Administration Coordinator
Dan Hertzler - Director of Operations
Eva McGahey - Operations Coordinator
Heather Tamayo - Middle School Principal
Jessica Condon - Assistant Director of Operations, Enrollment - NorCal Office
Julie Colombero - Assistant Director of Operations, Family Relations - SoCal Office
LaChelle Carter - Director of Finance
Leeann Hernandez - High School Assistant Principal

Leslie Dombek - Director of Educational Services
Mackenzie Duran - Director of Student Services
Marcus White - Elementary School Principal
Matt Brockway - High School Principal
Richard Savage - Co-Superintendent
Richie Romero - Co-Superintendent
Ryan Dreifus - Assistant Director of Human Resources
Zana Kidd - Director of Human Resources

Contracted Staff
Matt Lemos - Charter Impact Director of Client Finance
Paul Minney - YM&C Legal Counsel
Wendy Walker - YM&C Legal Counsel
Sangar Safi - SoftMSP
Brendon Harrington - SoftMSP

B. Call the Meeting to Order

J. Stockdale called a meeting of the board of directors of California Online Public Schools to order on Tuesday Aug 11, 2026 at 5:06 PM.

C. Approval of Agenda

Z. Robeson made a motion to approve the agenda.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

E. Wickliffe	Absent
D. Rivas	Aye
J. Stockdale	Aye
A. Pulsipher	Aye
Z. Robeson	Aye
P. Pulsipher	Aye
M. Henjum	Absent

II. Public Comment

A. Public Comment

The Board welcomes participation by the members of the public telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must write their name and a short description of the agenda item on which they wish to comment on the card provided and submit this to the Chair, along with any materials they want to have distributed to the Board. Individuals who wish to address the Board telephonically must contact the School Leader by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. If the individual wants to

provide any written materials to the Board, these should be emailed to the School Leader at least twenty-four (24) hours before the scheduled start of the meeting.

The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, or six (6) minutes if the individual requesting to comment is a non English speaker and requires a translator, unless the Board grants additional time. However, in compliance with Board policy and the Brown Act, the Board is not permitted to discuss or take action on non-agenda items. Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Leader at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair.

To view the Board Open Meeting Policy, visit the CalOPS Governance Page at californiaops.org/governance.

No requests for public comment were submitted in advance. No member of the public was present in person.

III. Oral Reports

A. Superintendents' Report

R. Savage provided updates regarding preparations for the upcoming BTS event. He shared that CalOPS is preparing tools and resources to support teachers and staff as the new school year begins.

R. Romero provided general school updates, including a change to the format of the Principals' Report and the organization's work related to artificial intelligence.

R. Savage reported that CalOPS had reached 8,223 enrolled students for the 2026-27 school year. He noted that current trends could result in approximately 9,000 students by the first day of school.

R. Romero provided updates regarding sponsoring districts and counties and reported that CalOPS had established a positive relationship with the Orange County Department of Education.

B. Principals' Report

M. Brockway shared that graduation ceremonies and other end-of-year events had been successful. He reported that summer school had served 509 students, with 21 students graduating and an ~89% course pass rate. He discussed plans to align high school

practices with the newly established CalOPS Vision and Values and reported that enrollment trends projected ~4,500 high school students at the beginning of the year.

C. Policy, Compliance, and Legislative Updates

D. Hertzler provided policy, compliance, and legislative updates, with a focus on Assembly Bill 126 and its potential impact on charter schools. He reviewed upcoming requirements related to fiscal oversight, contracting, audits, independent study, and authorizer oversight. He noted that administration had begun reviewing existing policies and procedures to ensure compliance with the new requirements.

IV. Information Items

A. Board Retreat Updates

D. Hertzler provided an update on planning for the November 2026 Board Retreat. The retreat is scheduled to begin at noon on Saturday, November 14, and continue through Sunday afternoon. WestEd will provide facilitation and support during the retreat.

The Board will have opportunities to participate in working sessions, meals, and governance-related activities throughout the retreat. Administration will assist Board members who need support with hotel and travel arrangements. Board members were encouraged to provide suggestions for topics or areas where additional support would be beneficial.

J. Stockdale requested the physical meeting location for planning purposes and indicated that he would provide additional agenda suggestions by email.

Z. Robeson requested that any materials Board members will need to review or prepare in advance be provided ahead of the retreat.

B. CalOPS Vision and Values

R. Savage and R. Romero presented the newly developed CalOPS Vision and Values, which were developed through leadership retreats, cross-functional discussions, and engagement with the Extended Leadership Team. They reviewed the organization's vision and four core values: Ownership, Care, Collaboration, and Access, and discussed how they would guide CalOPS culture and decision-making.

Board members expressed appreciation for the work involved in developing the Vision and Values. Z. Robeson noted the importance of connecting the values to the organization's day-to-day work, while D. Rivas highlighted the concept of “honor and release” as an example of emotionally intelligent organizational growth. J. Stockdale specifically noted the significance of the phrase “students find us and stay, because here they found a home.”

C.

District Priorities

R. Savage and R. Romero presented a working draft of the CalOPS District Priorities for 2026-2030. They explained that the priorities were developed using the organization's LCAPs, leadership evaluation framework, and the newly established Vision and Values. They explained that the priorities are intended to guide future goals, establish measurable targets, identify responsible departments, and provide a framework for reporting progress to the Board.

Z. Robeson expressed support for the proposed priorities while requesting that the document make a more explicit connection between the priorities and the four organizational values of Ownership, Care, Collaboration, and Access. She noted that the priorities should communicate not only what the organization intends to accomplish, but also how and why the work will be accomplished.

Administration agreed to incorporate the Board's feedback and revise the District Priorities before bringing them back to the Board in September.

V. Consent Items

A. Approval of Minutes from the June 09, 2026 CalOPS Annual Board Meeting (attached)

B. Approval of Staffing Report (attached)

C. Approval of Check Register and Updated Financials (attached)

D. Approval of Credit Card Statements (attached)

E. Ratification of Special Education Service Contracts (to follow)

F. Approval of Expenditures over $20k (attached)

G. Approval of Workplace Violence Prevention Plan (attached)

H. Ratification of Summer Contract Renewals (to follow)

I. Approval of DocuSign Renewal (attached)

J. Approval of 2026 Fall CCAP Dual Enrollment Partnership Agreement (attached)

K. Approval of Academic Support Programs for 2026–27 School Year (attached)

Z. Robeson made a motion to approve the consent agenda, Items A-K.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

D. Rivas	Aye
A. Pulsipher	Aye
E. Wickliffe	Absent
P. Pulsipher	Aye
M. Henjum	Absent
Z. Robeson	Aye
J. Stockdale	Aye

VI. Action Items

A. Approval of CalOPS Board Duties, Responsibilities, and Delegation of Power Policy (to follow)

D. Hertzler presented the CalOPS Board Duties, Responsibilities, and Delegation of Power Policy for approval. He offered background on the steps taken to get to this draft and the reasoning for the updates made.

Z. Robeson noted her appreciation for the opportunity to provide feedback on the policy and for the incorporation of her suggestions.

A. Pulsipher made a motion to approve the CalOPS Board Duties, Responsibilities, and Delegation of Power Policy.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

D. Rivas	Aye
A. Pulsipher	Aye
P. Pulsipher	Aye
E. Wickliffe	Absent
J. Stockdale	Aye
M. Henjum	Absent
Z. Robeson	Aye

B. Employee Performance Stipend (attached)

R. Savage explained that additional revenue from increased unduplicated student enrollment resulted in the need to appropriately expend those funds while meeting applicable funding requirements.

D. Rivas asked for clarification regarding employee eligibility. Administration confirmed that employees must have remained actively employed through June 30, 2026, to qualify for the stipend.

A. Pulsipher made a motion to approve the Employee Performance Stipend, which includes a $11,525.61 stipend to the Co-Superintendent of Operations, Human Resources and Business Services and a stipend of $11,525.61 to the Co-Superintendent of Finance, Educational Services, and Student Services.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

M. Henjum	Absent
D. Rivas	Aye
P. Pulsipher	Aye
E. Wickliffe	Absent
Z. Robeson	Aye
A. Pulsipher	Aye
J. Stockdale	Aye

C. Student Technology Purchase

D. Hertzler presented a proposal to purchase an additional 1,500 student Chromebooks from SoftMSP. He noted that the Board had previously approved the purchase of 3,000 Chromebooks for the beginning of the school year, and due to strong enrollment, CalOPS had already enrolled more than 2,100 new students and anticipated approximately 1,000 additional students over the following several weeks. The additional purchase would ensure that sufficient devices are available for new students.

Z. Robeson made a motion to approve the purchase of 1,500 student Chromebooks from SoftMSP for a total of $895,443.75 as outlined.
A. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. Stockdale	Aye
D. Rivas	Aye
P. Pulsipher	Aye
M. Henjum	Absent
A. Pulsipher	Aye
Z. Robeson	Aye
E. Wickliffe	Absent

D. Approval of Updated Software, Licensing, and Service Level Agreements with SoftMSP

D. Hertzler presented updated Software, Licensing, and Service Level Agreements with SoftMSP following negotiations between CalOPS, SoftMSP, and legal counsel. He explained that the updated agreements align the hardware and services agreement through June 30, 2027, clarify maintenance terms associated with the RISE platform, establish a final completion date of September 2027, and remove the enrollment

dashboard that is no longer needed due to CalOPS's use of Avela. The updated agreements also provide for completion of the SPuDs dashboard, counselor dashboard, and exportable functionality within the RISE platform. Maintenance access will continue through June 30, 2033, with the final five years provided at a flat rate of $0.25 per student per year.

J. Stockdale asked legal counsel whether the revised agreements addressed the concerns previously raised by the Board. P. Minney confirmed that the negotiations had addressed the Board's concerns and that the agreements included appropriate protections for CalOPS.

A. Pulsipher asked about potential access to the software by other organizations. P. Minney clarified that while CalOPS does not control ownership of the software, the agreement provides CalOPS with access for the full seven-year maintenance period.

A. Pulsipher made a motion to approve the Updated Software, Licensing, and Service Level Agreements with SoftMSP.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. Stockdale	Aye
Z. Robeson	Aye
M. Henjum	Absent
E. Wickliffe	Absent
D. Rivas	Aye
A. Pulsipher	Aye
P. Pulsipher	Aye

VII. Closed Session

A. CLOSED SESSION - Brown Act; California Gov't Code §54956.9

A. Pulsipher made a motion to move to closed session.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. Stockdale	Aye
E. Wickliffe	Absent
M. Henjum	Absent
Z. Robeson	Aye
A. Pulsipher	Aye
P. Pulsipher	Aye
D. Rivas	Aye

B.

Closed Session Report Out

The Board determined to approve the Director of Operations recommendation to enroll the previously expelled students regarding Confidential Student Enrollment/Expulsion Matters:
Case No.: 2627-1 — James Stockdale, Ziggy Robeson, Adam Pulshipher, Patty Pulshipher - AYE; Diana Rivas - NAY
Case No.: 2627-2, 2627-3, 2627-4 — Unanimous AYE.

There were no actions taken in closed session regarding the one case of existing litigation and one case of anticipated litigation.

VIII. Closing Items

A. Future Business

No requests for future agenda items were made from the board.

B. Adjourn Meeting

Z. Robeson made a motion to adjourn.
A. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

E. Wickliffe	Absent
M. Henjum	Absent
J. Stockdale	Aye
Z. Robeson	Aye
P. Pulsipher	Aye
D. Rivas	Aye
A. Pulsipher	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:02 PM.

Respectfully Submitted,
J. Stockdale

Coversheet

Approval of Staffing Report (attached)

Section: VI. Consent Items
Item: B. Approval of Staffing Report (attached)
Purpose: Vote
Submitted by:
Related Material: 260908 CalOPS Staffing Report_amended.pdf



California Online Public Schools

CalOPS Staffing Report

September 2026

Leave of Absence

Employee ID	Title	Start Date	Expected End Date
30130	High School ELA Teacher	2/10/2025	9/30/2026
30456	High School Math Teacher	10/9/2025	9/30/2026
30850	High School Special Education Teacher	10/9/2025	9/8/2026
30441	Records Specialist	4/6/2026	9/10/2026
30645	Enrollment Specialist	4/27/2026	2/9/2027
30609	Elementary School Teacher	6/2/2026	1/11/2027
30051	High School Special Education Teacher	8/12/2025	9/7/2026
30321	High School Physical Education	1/5/2026	12/15/26
30056	Counselor	3/6/2026	10/19/2026
30355	High School Social Studies	8/18/2026	2/9/2027
30026	Elementary Teacher	8/18/2026	1/28/2027
30136	Elementary Special Education	8/20/2026	2/4/2027
30047	Elementary Teacher	8/27/2026	3/9/2027
30324	Elementary Teacher	8/18/2026	1/13/2027
30609	Elementary Teacher	6/2/2026	1/11/2027
30134	High School Special Education Teacher	8/18/2026	11/6/2026

California Online Public Schools

Resignations

Employee ID	Title	Last Day of Work
30109	Special Education Teacher	6/18/2026
30453	Middle School Math Teacher	6/18/2026
30019	High School English Teacher	6/18/2026
30007	Senior IT Support Specialist	8/14/2026
30944	High School English Teacher	8/27/2026

New Hires

Employee ID	Title	Start Date
30980	Events Manager	8/17/2026
30982	Program Specialist	8/17/2026
30948	Special Education Teacher	8/18/2026
30942	Special Education Teacher	8/18/2026
30946	Special Education Teacher	8/18/2026
30972	Special Education Teacher	8/18/2026
30981	Special Education Teacher	8/18/2026
30945	Special Education Teacher	8/18/2026
30941	Special Education Teacher	8/18/2026
30940	Special Education Teacher	8/18/2026
30977	Special Education Teacher	8/18/2026
30978	Special Education Teacher	8/18/2026
30943	Special Education Teacher	8/18/2026
30947	Special Education Teacher	8/18/2026



California Online Public Schools

30936	High School Science Teacher	8/18/2026
30979	Middle School Physical Education Teacher	8/18/2026
30969	Paraprofessional	8/18/2026
30960	Paraprofessional	8/18/2026
30961	Paraprofessional	8/18/2026
30968	Paraprofessional	8/18/2026
30952	Paraprofessional	8/18/2026
30966	Paraprofessional	8/18/2026
30965	Paraprofessional	8/18/2026
30974	Paraprofessional	8/18/2026
30791	Paraprofessional	8/18/2026
30808	Paraprofessional	8/18/2026
30956	Paraprofessional	8/18/2026
30953	Paraprofessional	8/18/2026
30804	Paraprofessional	8/18/2026
30955	Paraprofessional	8/18/2026
30959	Paraprofessional	8/18/2026
30973	Paraprofessional	8/18/2026
30827	Paraprofessional	8/18/2026
30916	Paraprofessional	8/18/2026
30859	Paraprofessional	8/18/2026
30793	Paraprofessional	8/18/2026
30929	Paraprofessional	8/18/2026
30800	Paraprofessional	8/18/2026
30970	Paraprofessional	8/18/2026



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30967	Paraprofessional	8/18/2026
30865	Paraprofessional	8/18/2026
30951	Paraprofessional	8/18/2026
30963	Paraprofessional	8/18/2026
30957	Paraprofessional	8/18/2026
30962	Paraprofessional	8/18/2026
30958	Paraprofessional	8/18/2026
30971	Paraprofessional	8/18/2026
30954	Paraprofessional	8/18/2026
30975	Paraprofessional	8/18/2026
30834	Paraprofessional	8/18/2026
30964	Paraprofessional	8/18/2026
30993	Long-Term Substitute	8/24/2026
30991	Long-Term Substitute	8/24/2026
30989	Long-Term Substitute	8/24/2026
30998	Long-Term Substitute	8/24/2026
30999	Long-Term Substitute	8/24/2026

Position Change

Employee ID	Title	Start Date
30312	12-Month Coordinator of Student Services	9/1/2026
30046	12-Month EL Program Specialist	9/1/2026

Coversheet

Approval of Check Register (attached)

Section: VI. Consent Items
Item: C. Approval of Check Register (attached)
Purpose: Vote
Submitted by:
Related Material: 260908 Check Register.pdf

MONTHLY CHECK REGISTER

July 2026

All checks and ACH disbursements issued during the month, by charter, with vendor, description and amount.

Total disbursements support the July cash movement in the Cash Balance section.

Appendix 6 of 7 | California Online Public Schools



CHARTER IMPACT

Southern California

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
21073	[redacted]	Prom SoCal Refund	07/06/2026	$ 230.00
21074	A-1 Self Storage	Storage Rental - 07/08/26 - 01/07/27	07/15/2026	4,188.00
21075	Accelerate Education Incorporated	Curriculum	07/15/2026	1,290,205.80
21076	Amergis Healthcare Staffing Inc	SpEd Svcs - 05/26	07/15/2026	28,819.14
21077	Concur Technologies Inc	Travel and Expense with TripLink - 07/26	07/15/2026	9,494.12
21078	Cox Business	Communication Svcs - 07/26	07/15/2026	1,298.95
21079	Crown Facility Solutions Inc	Janitorial Svcs - 07/26	07/15/2026	1,356.91
21080	CSC	Consulting Svcs - 06/26	07/15/2026	1,124.00
21081	Docufree Corporation	Document Storage Svcs - 06/26	07/15/2026	835.00
21082	Edmentum	Curriculum	07/15/2026	993,746.00
21083	FeldCare Connects	SpEd Svcs - 06/26	07/15/2026	1,174.00
21084	Imprint Education Consulting	SpEd Svcs - 06/26	07/15/2026	12,200.00
21085	Law Offices of Young, Minney & Corr LLP	Legal SpEd Svcs	07/15/2026	6,687.00
21086	Mango	Subscription - 08/01/26 - 07/31/27	07/15/2026	17,500.00
21087	Newfront	Consulting Svcs - 07/26	07/15/2026	1,366.40
21088	Philadelphia Insurance Companies	Insurance Premium - 07/26	07/15/2026	19,501.44
21089	Purchase Power	Postage Meter Refill - 07/26	07/15/2026	1,009.75
21090	SchoolsPLP, LLC.	Curriculum	07/15/2026	59,160.00
21091	SoCal Psychology Center	SpEd Svcs - 08/25 - 12/25	07/15/2026	12,000.00
21092	T-Mobile - 0979	Communication Svcs	07/15/2026	204.32
21093	The Great Books Foundation	School Supplies	07/15/2026	5,237.05
21094	US Bank Equipment Finance	Equipment Lease - 06/08/26 - 07/08/26	07/15/2026	1,050.53
21095	[redacted]	Reimb. - Mileage - 05/26 ""	07/15/2026	130.50
21096	Zoom Communications Inc	Communication Svcs - 05/26	07/15/2026	155,762.82
21097	Ad Mechanics LLC	Marketing Svcs	07/21/2026	24,277.93
21098	APLUS+	Membership Fee - 07/01/26 - 06/30/27	07/21/2026	40,000.00
21099	AT&T	Communication Svcs - 06/07/26 - 07/06/26	07/21/2026	537.21
21100	Autism Behavior Services, Inc	SpEd Svcs - 04/26 - 05/26	07/21/2026	6,687.60
21101	Charter Impact, LLC	Business Mgmt Svcs - 07/26	07/21/2026	217,443.00
21102	Corodata Records Management Inc.	Storage Rental - 06/26	07/21/2026	309.20
21103	Corodata Shredding Inc.	Shredding Svcs - 06/26	07/21/2026	58.51
21104	Department of Justice	Fingerprinting Svcs - 06/26	07/21/2026	1,500.00
21105	DLAC, LLC	Premium School/District Membership	07/21/2026	4,999.00
21106	Facing History and Ourselves Inc	Professional Development - 25/26	07/21/2026	22,880.00
21107	[redacted]	Curriculum	07/21/2026	16,250.00
21108	John Tracy Center	SpEd Svcs - 05/26	07/21/2026	533.96
21109	Parsec Education Inc	Premium - 07/01/26 - 06/30/27	07/21/2026	74,800.00
21110	SMWD	Utility Svcs - 06/02/26 - 07/07/26	07/21/2026	251.49
21111	T-Mobile	Communication Svcs - 05/21/26 - 06/20/26 - MKV	07/21/2026	69,676.27
21112	The Hartford	Workers Compensation - 07/01/26- 07/01/27	07/21/2026	36,394.10
21113	Womble Bond Dickinson (US) LLP	Legal Svcs - 06/26	07/21/2026	120.00
21114	United States Treasury	Form 720 - 2nd Quarter Filing	07/23/2026	2,265.91
21115	Eric Armin Inc	Curriculum	07/28/2026	81,255.86
21116	Access Language	SpEd Svcs - 06/26	07/28/2026	300.00
21117	Adapted Childs Play LLC	SpEd Svcs - 06/26	07/28/2026	2,141.55
21118	Amergis Healthcare Staffing Inc	SpEd Svcs - 05/26	07/28/2026	17,894.16
21119	Behavioral Autism Therapies	SpEd Svcs - 06/26	07/28/2026	575.00
21120	Bromberg & Associates, LLC	SpEd Svcs	07/28/2026	8,770.81
21121	California Department of Education	Tittle II Unexpected Funds - FY23/24	07/28/2026	92,908.00
21122	Charter Schools Development Center	CSDC Membership - 07/12/26 - 07/11/27	07/28/2026	39,895.00
21123	Curriculum Associates, LLC	iReady License - 1 year	07/28/2026	164,929.50
21124	Every Special Child LLC	SpEd Svcs - 06/26	07/28/2026	4,935.00
21125	FeldCare Connects	SpEd Svcs - 07/26	07/28/2026	380.00
21126	Moving With Confidence	SpEd Svcs - 05/26	07/28/2026	275.00
21127	Parsec Education Inc	SIS Software - 07/01/26 - 06/30/28	07/28/2026	15,455.80
21128	Partners in Special Education	SpEd Svcs - 05/26	07/28/2026	1,627.50
21129	Pitney Bowes Inc	Postage Meter Lease - 08/20/26 - 11/19/26	07/28/2026	841.28
21130	Talkpath Live	SpEd Svcs - 06/26	07/28/2026	148.50
21131	US Bank Equipment Finance	Equipment Lease - Tax & Fees - 07/08/26 - 08/08/26	07/28/2026	1,050.53
21132	Zoom Communications Inc	Communication Svcs - 07/20/26 - 06/30/27	07/28/2026	4,771.53
ACH	Orange County Dept of Education	STRS Treasury Funding	07/02/2026	1,150,000.00
ACH	[redacted]	Board member Cellphone Stipend - 07/26	07/06/2026	40.00
ACH	Carrot Fertility Inc	Reimb. - Approved Reimbursement - 06/26 ""	07/08/2026	823.00
ACH	Renaissance Newport Beach Hotel	BTS Overflow Hotel - 3rd Deposit	07/14/2026	14,000.00
ACH	Total Education Solutions dba TES Therapy	SpEd Svcs - 03/26	07/15/2026	384.00
ACH	Effectual Educational Consulting Services	SpEd Svcs - 04/26	07/15/2026	21,993.40
ACH	Orange County Dept of Education	Payroll/Retirement Svcs - 01/26 - 03/26	07/15/2026	5,325.09
ACH	School Services of California Inc.	Consulting Svcs - 05/26	07/15/2026	670.00
ACH	GHA Technologies Inc	Adobe Creative Cloud (780), Adobe Acrobat Pro (156)	07/15/2026	23,162.88

Southern California

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
ACH	NJA Therapy Services, Inc.	SpEd Svcs - 06/26	07/15/2026	8,390.00
ACH	Instructure, Inc.	Graduation Supplies	07/15/2026	197,287.83
ACH	Mindful Neuron Center PC	SpEd Svcs - 04/26 - 06/26	07/15/2026	2,269.87
ACH	Goodheart-Willcox Publisher	Curriculum	07/15/2026	43,305.00
ACH	Netrix LLC	License - 3 Years	07/15/2026	25,759.39
ACH	Gympass US LLC	Gym Subscription Benefit - 06/28/26 - 07/27/26	07/15/2026	6,202.65
ACH	Florida Virtual School	Curriculum	07/15/2026	730,200.00
ACH	Marshall Cavendish Corporation	Curriculum	07/15/2026	456,497.16
ACH	Brandastic, Inc.	Marketing Svcs - 25/26	07/15/2026	21,000.00
ACH	Branche Jones	Consulting Svcs - 06/26	07/15/2026	4,000.00
ACH	SOFTMSP LLC	IT Svcs	07/15/2026	229,686.00
ACH	Total Transportation Logistics Inc	Storage Svcs - 06/26	07/15/2026	1,050.00
ACH	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/21/2026	181,353.15
ACH	Cornerstone Educational Solutions	SpEd Svcs - 06/26	07/21/2026	5,247.70
ACH	Specialized Therapy Services Inc	SpEd Svcs - 05/26	07/21/2026	4,661.10
ACH	Brandastic, Inc.	Marketing Svcs	07/21/2026	3,000.00
ACH	InterPres Corporation	Cam - 08/26	07/21/2026	32,152.92
ACH	Marshall Cavendish Corporation	Curriculum	07/21/2026	2,634.48
ACH	Niche.com Inc.	Marketing Svcs	07/21/2026	8,497.50
ACH	SOFTMSP LLC	IT Hardware - MacBook, MacBook Air	07/21/2026	62,300.63
ACH	PHMG	Marketing Svcs - 07/15/26 - 08/14/26	07/21/2026	1,502.18
ACH	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	07/28/2026	171,940.31
ACH	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/28/2026	5,793.75
ACH	Milestones Therapy Group, A Prof. SLP Corporation	SpEd Svcs	07/28/2026	195,193.44
ACH	TeleSesh	SpEd Svcs - 05/26 - 06/26	07/28/2026	3,538.33
ACH	Total Education Solutions dba TES Therapy	SpEd Svcs - 06/26	07/28/2026	1,680.00
ACH	Language Line Services, Inc.	Interpretation Svcs	07/28/2026	15,743.05
ACH	School Services of California Inc.	Consulting Svcs - 04/26 - 06/26	07/28/2026	3,852.50
ACH	Specialized Therapy Services Inc	SpEd Svcs - 06/26	07/28/2026	4,909.20
ACH	MetLife	MetLife Benefits - 07/26	07/29/2026	123,632.38
ACH	Pacific Hotel Management Inc Hyatt Regency	BTS 26/27 FY - 08/03/26	07/30/2026	300,034.05
ACH	Hyatt Regency Irvine	BTS 2027 - 1st Deposit	07/30/2026	105,905.00
VOID	[redacted]	ISP Reimbursement - 12/1 - 2/28	07/06/2026	VOID
VOID	[redacted]	ISP Reimbursement - 12/1 - 2/28	07/07/2026	VOID
VOID	United States Treasury	Form 720 - 2nd Quarter Filing	07/23/2026	VOID
			Total Disbursements	**7,757,038.87**

Central Valley

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
40206	Effectual Educational Consulting Services	SpEd Svcs - 04/26	07/15/2026	$ 3,903.44
40207	Cornerstone Educational Solutions	SpEd Svcs - 06/26	07/21/2026	180.00
40208	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/21/2026	3,684.29
40209	California Department of Education	Tittle II Unexpected Funds - FY23/24	07/28/2026	9,107.00
40210	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	07/28/2026	78,632.64
40211	Partners in Special Education	SpEd Svcs - 05/26	07/28/2026	825.00
40212	Speak! Speech & Language Therapy, Inc.	SpEd Svcs - 06/26	07/28/2026	420.00
			Total Disbursements	**$ 96,752.37**

Northern California

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
60631	Corodata Shredding Inc	Shredding Svcs - 06/26	07/15/2026	$ 58.51
60632	Effectual Educational Consulting Services	SpEd Svcs - 04/26	07/15/2026	8,511.56
60633	Law Offices of Young, Minney & Corr LLP	Legal Svcs - SpEd Settlement ""	07/15/2026	266.00
60634	PG&E	Utility Svcs - 05/28/26 - 06/25/26	07/15/2026	15.11
60635	GreenWorks Commerical Janitorial Services	Janitorial Svcs - 07/26	07/15/2026	287.00
60636	AT&T - 6652	Communication Svcs - 06/07/26 - 07/06/26	07/21/2026	1,084.28
60637	Charter Communications	Communication Svcs - 07/26	07/21/2026	216.51
60638	Cornerstone Educational Solutions	SpEd Svcs - 06/26	07/21/2026	360.00
60639	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/21/2026	8,141.66
60640	Residence Inn by Marriot	AP Testing Site - 05/12/26	07/21/2026	300.00
60641	Specialized Therapy Services Inc	SpEd Svcs - 05/26	07/21/2026	806.47
60642	[redacted]	Reimb. - SpEd Svcs - 04/26 - 05/26 ""	07/21/2026	3,265.35
60643	UC Regents	Grad Venue - 26/27 FY	07/21/2026	180.00
60644	Primo Brands / Blue Triton Brands Inc.	Office Supplies	07/24/2026	44.95
60645	Access Language	SpEd Svcs - 06/26	07/28/2026	6,225.00
60646	California Department of Education	Tittle II Unexpected Funds - FY23/24	07/28/2026	17,539.00
60647	DHH Educational Solutions	SpEd Svcs - 04/26	07/28/2026	1,532.65
60648	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	07/28/2026	77,567.64
60649	Partners in Special Education	SpEd Svcs - 05/26	07/28/2026	1,380.00
60650	Specialized Therapy Services Inc	SpEd Svcs - 06/26	07/28/2026	423.00
ACH	Brekke Real Estate Inc	Rent - 07/26	07/02/2026	8,217.63
ACH	Chase Bank - 7975	ACCOUNT ANALYSIS SETTLEMENT CHARGE	07/15/2026	100.42
			Total Disbursements	**$ 136,522.74**

North Bay

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
30137	Effectual Educational Consulting Services	SpEd Svcs - 04/26	07/15/2026	$ 1,507.00
30138	Community Therapy Services	SpEd Svcs - 04/26	07/20/2026	1,287.00
30139	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	07/20/2026	165.75
30140	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/21/2026	276.25
30141	California Department of Education	Tittle II Unexpected Funds - FY23/24	07/28/2026	3,050.00
30142	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	07/28/2026	2,774.00
VOID	Community Therapy Services	SpEd Svcs - 04/26	07/20/2026	VOID
VOID	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	07/20/2026	VOID
			Total Disbursements	**$ 9,060.00**

Monterey Bay

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20172	Community Therapy Services	SpEd Svcs - 04/26	07/08/2026	$ 3,377.75
20173	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	07/08/2026	2,801.22
20174	Effectual Educational Consulting Services	SpEd Svcs - 04/26	07/15/2026	4,293.00
20175	Seven Bridges Speech Pathology Inc	SpEd Svcs - 05/26	07/15/2026	945.00
20176	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/21/2026	2,994.60
20177	Specialized Therapy Services Inc	SpEd Svcs - 05/26	07/21/2026	460.00
20178	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	07/28/2026	25,220.36
20179	Specialized Therapy Services Inc	SpEd Svcs - 06/26	07/28/2026	133.48
VOID	Community Therapy Services	SpEd Svcs - 04/26	07/08/2026	VOID
VOID	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	07/08/2026	VOID
			Total Disbursements	**$ 40,225.41**

Central Coast

Check Register

For the period ended July 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
70108	Community Therapy Services	SpEd Svcs - 04/26	07/08/2026	$ 1,154.00
70109	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	07/08/2026	304.22
70110	Effectual Educational Consulting Services	SpEd Svcs - 04/26	07/15/2026	560.00
70111	Oxford Consulting Services Inc.	SpEd Svcs - 05/26	07/21/2026	442.00
70112	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	07/28/2026	6,196.23
VOID	Community Therapy Services	SpEd Svcs - 04/26	07/08/2026	VOID
VOID	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	07/08/2026	VOID
			Total Disbursements	**$ 8,656.45**

Coversheet

Approval of Credit Card Statements (attached)

Section: VI. Consent Items
Item: D. Approval of Credit Card Statements (attached)
Purpose: Vote
Submitted by:
Related Material: September 2026 Chase Statement no acct. numbers.pdf

J.P.Morgan

JPMORGAN CHASE BANK NA
P.O. BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	[redacted]
PAYMENT DUE DATE	09/25/2026
AMOUNT DUE	$239,489.08
CURRENT BALANCE	$239,489.08

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED $

CALOPS
DEBORAH LARSON
33272 VALLE RD
SAN JUAN CAPISTRANO CA 92675-4842

** 0000000

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALOPS

ACCOUNT NUMBER: 4[redacted]

CLOSING DATE	08-31-26
CREDIT LIMIT	1,000,000
AVAILABLE CREDIT	760,511

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	175,117.74
PURCHASES AND OTHER CHARGES	241,987.17
CASH ADVANCES	.00
CREDITS	2,498.09
PAYMENTS	175,117.74-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**239,489.08**
TOTAL PAYMENT DUE	239,489.08
DISPUTED AMOUNT	.00

ACCT. NUMBER: [redacted] CALOPS

COMMERCIAL ACCOUNT ACTIVITY

CALOPS [redacted]
ACCOUNTING CODE:

TOTAL COMMERCIAL ACTIVITY $175,117.74CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-25	08-25		AUTO PAYMENT DEDUCTION	175,117.74CR

INDIVIDUAL CARDHOLDER ACTIVITY

KARLEY STILSON [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$2,670.72	$0.00	$2,670.72

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	246921662314084075019 09	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033864953606aa SALES TAX: 0.00	2,670.72
			Total Travel Activity	$2,670.72

BERNADETTE JAMERO [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$744.26	$0.00	$744.26

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-17	08-13	246921662263035177813 30	SWA*EXCS BAG5264345275303 800-435-9792 TX QUINTIA JAMERO/BERNA DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-18	08-17	242316862298627010110 87	KEKES #304094 CORONA CA	97.77
08-19	08-18	242316862318644805686 55	BENIHANA NEWPORT BEACH NEWPORT BEACH CA	199.17
08-20	08-18	240133962310045217960 60	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	4.00
08-24	08-21	241640762330602164296 67	NATIONAL CAR RENTAL INGLEWOOD CA 870058787	318.39
08-24	08-20	246921662334006030148 98	SWA*EXCS BAG5264346419814 800-435-9792 TX QUINTIA JAMERO/BERNA DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-31	08-28	244309962418761062041 27	RENTALTOLL870058787 SERVICE@EXPRE CA P.O.S.: T240917938 SALES TAX: 0.00	14.69
			Total Travel Activity	$724.02

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-24	08-21	246921662334006981658 29	CHEVRON 0095418 IRVINE CA P.O.S.: V000001000000 SALES TAX: 2.89	20.24

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
			Total Fleet Activity	$20.24

TRACY PINCKNEY [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$103.19	$0.00	$103.19

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	2426979623150074136685 9	HIGH FLYING FOODS SACRAMENTO CA	21.86
08-24	08-21	2444500623430076042578 7	PMT*SAC CO AIRPORT PARKNG SACRAMENTO CA	56.00
08-24	08-21	2469216623440134898351 1	TST*TAPS - JOHN WAYNE AI COSTA MESA CA P.O.S.: 00146190033899634657aa SALES TAX: 0.00	25.33
			Total Travel Activity	$103.19

LEEANN HERNANDEZ [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$278.41	$0.00	$278.41

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-04	08-03	2469216621540053595070 8	UNITED 0162126796904 UNITED.COM TX HERNANDEZ/LEEANNNICH DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT UA S SFO UA S SNA	175.59
08-19	08-18	2404547623101590086726 6	CLASSIC Q 949-2619458 CA P.O.S.: 20260819020858 SALES TAX: 6.16	102.82
			Total Travel Activity	$278.41

RYAN DREIFUS [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$648.78	$0.00	$648.78

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-17	2469216623040747174744 5	TST*PUESTO - PARK PLACE IRVINE CA P.O.S.: 00014285033852327731aa SALES TAX: 0.00	248.29
08-20	08-19	2413746623110035184901 1	TST* POSTINO - PARK PLACE IRVINE CA	240.16
08-21	08-20	2494300623349038266848 0	NORTH ITALIA IRVINE IRVINE CA P.O.S.: 10448808188713000 SALES TAX: 0.00	160.33
			Total Travel Activity	$648.78

RICHARD SAVAGE [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$32,627.12	$0.00	$32,627.12

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-21	08-20	24431066233490389164544	IN-N-OUT BURGERS-COOKOUT BALDWIN PARK CA P.O.S.: 49100035 SALES TAX: 0.00	4,299.81
08-25	08-24	24204296236003389836097	GOOGLE ADS9121351564 650-2530000 CA P.O.S.: A05063411489897644 SALES TAX: 0.00	25,000.00
			Total Purchasing Activity	$29,299.81

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-12	08-11	24717056224872242600425	DELTA AIR 0062455602493 800-2211212 CA SAVAGE/RICHARD DEPART: 11-14-26 P.O.S.: SALES TAX: $0.00 IDA DL X SLC DL X SMF DL U SLC DL U IDA	677.39
08-13	08-12	24717056225872252151607	DELTA AIR 0062455899460 800-2211212 CA SAVAGE/RICHARD DEPART: 10-11-26 P.O.S.: SALES TAX: $0.00 IDA DL L SLC DL L SNA DL U SLC DL U IDA	774.40
08-13	08-12	24717056225872252651283	DELTA AIR 0062455726632 800-2211212 CA SAVAGE/RICHARD DEPART: 10-14-26 P.O.S.: SALES TAX: $0.00 LAX DL X SJC DL X LAX	306.80
08-19	08-18	24692166231407982398752	BRUEGGER'S BAGELS #326 NEWPORT BEACH CA P.O.S.: 082618 SALES TAX: 0.00	24.20
08-21	08-19	24137466232100362558741	DEL TACO 25 COSTA MESA CA	21.96
08-24	08-21	24164076233060216437777	NATIONAL CAR RENTAL SANTA ANA CA 671206817	409.12
08-24	08-21	24431066234491184185055	CPK SNA SANTA ANA CA	28.69
08-24	08-21	24692166233400118491961	SQ *SABROSO! MOBILE KITCH GOSQ.COM CA P.O.S.: 00000000000000000 SALES TAX: 0.00	1,009.70
08-24	08-21	24692166234401258604826	SLC AIRPORT PARKING SALT LAKE CIT UT P.O.S.: 028392 SALES TAX: 0.00	60.00
08-24	08-21	24692166234401540913191	IN-N-OUT LAYTON LAYTON UT P.O.S.: 009180 SALES TAX: 0.00	15.05
			Total Travel Activity	$3,327.31

THANETTE SHORT [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$246.86	$0.00	$246.86

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-17	24692166230407720951483	SWA*EXCS BAG5264345896597 800-435-9792 TX SHORT/THANETTE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-24	08-21	24431066234491186098876	RUBY'S DINER SNA CNP 877-672-7467 CA P.O.S.: 7077 SALES TAX: 0.00	100.86
08-24	08-21	24445006234300760435190	PMT*SAC CO AIRPORT PARKNG SACRAMENTO CA	56.00

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-24	08-20	24692166233400603013510	SWA*EXCS BAG5264346425757 800-435-9792 TX SHORT/THANETTE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
			Total Travel Activity	$246.86

HANNAH HURLEY [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$141.53	$0.00	$141.53

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	2443106623148929103550 5	BOI AIRP STARBUCKS BOISE ID	21.20
08-20	08-18	24692166231408607928411	SWA*EXCS BAG5264345112076 800-435-9792 TX HURLEY/HANNAH MAE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-24	08-21	24692166234401363148875	TST*HIGH FLYING FOODS - OAKLAND CA P.O.S.: 00113718033903450092aa SALES TAX: 0.00	30.33
08-24	08-21	24692166234401614104172	SWA*EXCS BAG5264345914752 800-435-9792 TX HURLEY/HANNAH MAE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
			Total Travel Activity	$141.53

ASHLEY TAYLOR [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$764.88	$0.00	$764.88

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-17	08-15	24692166227304533225228	WWW COSTCO COM 800-955-2292 WA P.O.S.: 00000000000000000 SALES TAX: 0.00	542.02
08-17	08-15	24692166227304533545054	WWW COSTCO COM 800-955-2292 WA P.O.S.: 00000000000000000 SALES TAX: 0.00	222.86
			Total Purchasing Activity	$764.88

HILARY BESSETTE [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$119.24	$0.00	$119.24

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-24	08-23	24137466235100558272492	TST* SNA - SAMBAZON - B FOUNTAIN VALL CA P.O.S.: tXbnkKosK3m5/uTnw SALES TAX: 1.33	21.42
08-24	08-22	24692166235402502642207	RENAISSANCE NEWPORT BE NEWPORT BEACH CA 470400 ARRIVAL: 08-18-26	6.47
08-25	08-23	24034546236005704531042	99009 - BUFFALO AIRPORT BUFFALO NY	91.35

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
			Total Travel Activity	$119.24

MARISSA CARTER [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$221.62	$0.00	$221.62

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	24431066231489291035497	BOI AIRP STARBUCKS BOISE ID	20.62
08-20	08-18	24692166231408607925268	SWA*EXCS BAG5264345112077 800-435-9792 TX CARTER/MARISSA MCGRE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-24	08-21	24692166234401614100667	SWA*EXCS BAG5264345914753 800-435-9792 TX CARTER/MARISSA MCGRE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-24	08-21	24717056234292348328946	AIRPORT PARKING BOISE ID	111.00
			Total Travel Activity	$221.62

MARCUS WHITE [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$159.69	$0.00	$159.69

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-19	24755426232132328073676	SUSHI TAKA IRVINE CA P.O.S.: 20 SALES TAX: 0.00	159.69
			Total Travel Activity	$159.69

MACKENZIE DURAN [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,304.00	$0.00	$1,304.00

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-17	24692166230407471747353	TST*PUESTO - PARK PLACE IRVINE CA P.O.S.: 00014285033849056615aa SALES TAX: 0.00	565.03
08-19	08-17	24692166230407471836024	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033851900522aa SALES TAX: 0.00	575.42
08-21	08-19	24497786232900017102182	GREEN CHEEK BEER COMPANY COSTA MESA CA	163.55
			Total Travel Activity	$1,304.00

JESSICA CONDON [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$425.59	$0.00	$425.59

ACCOUNTING CODE:

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-17	24692166230407374943588	TST*SIDEWALK JUICE SACRA SAN RAFAEL CA P.O.S.: 00236404033845424164aa SALES TAX: 0.00	10.50
08-19	08-17	24692166230407475455458	TST*PITA PITA- NEWPORT NEWPORT BEACH CA P.O.S.: 00038465033848371323aa SALES TAX: 0.00	168.66
08-19	08-17	24692166230407720949966	SWA*EXCS BAG5264345580106 800-435-9792 TX CONDON/JESSICA JEAN DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-24	08-21	24445006234300760460412	PMT*SAC CO AIRPORT PARKNG SACRAMENTO CA	105.00
08-24	08-21	24692166233400705702242	SQ *BRODARD EXPRESS SANTA ANA CA P.O.S.: 000115292151750344295 7 SALES TAX: 0.00	51.43
08-24	08-21	24692166234401614100865	SWA*EXCS BAG5264345914758 800-435-9792 TX CONDON/JESSICA JEAN DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
			Total Travel Activity	$425.59

LESLIE DOMBEK [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$0.00	$1,572.94	$0.00	$1,572.94

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-18	08-17	24692166229406594496313	WWW COSTCO COM 800-955-2292 WA P.O.S.: 00000000000000000 SALES TAX: 0.00	44.99
08-18	08-17	24692166229406594583508	WWW COSTCO COM 800-955-2292 WA P.O.S.: 00000000000000000 SALES TAX: 0.00	534.11
			Total Purchasing Activity	$579.10

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-05	08-03	24431066216480258220544	ALASKA AIR 0272154229942 SEATTLE WA DOMBEK/LESLIE DEPART: 08-16-26 P.O.S.: SALES TAX: $0.00 STS AS K SNA AS M STS	676.80
08-17	08-15	24431066228487606992233	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	45.00
08-19	08-18	24692166231408136282447	TST*BOSSCAT IRVINE IRVINE CA P.O.S.: 00060064033865496264aa SALES TAX: 0.00	227.04
08-24	08-21	24431066234491315015791	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	45.00
			Total Travel Activity	$993.84

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

DANIEL HERTZLER [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$3,505.91	$0.00	$3,505.91

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-07	08-07	24011346219100048254956	LANYARD* CUSTOMLANYARD CUSTOMLANYARD TX P.O.S.: 221298432 SALES TAX: 0.00	623.50
08-18	08-17	2494300623048858178573 6	COSTCO WHSE #0424 SIGNAL HILL CA P.O.S.: 00005804 SALES TAX: 31.33	329.67
			Total Purchasing Activity	$953.17

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-17	24013396230004258230649	3458 EL POLLO LOCO NEWPORT BEACH CA	37.79
08-19	08-17	2469216623040747183594 3	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033853571820aa SALES TAX: 0.00	1,217.68
08-20	08-18	2494300623248979748372 6	CHEESECAKE IRVINE IRVINE CA P.O.S.: 4578188713000 SALES TAX: 0.00	1,297.27
			Total Travel Activity	$2,552.74

ZANA KIDD [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$146.00	$0.00	$146.00

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-13	08-13	24204296225000400379076	LINKEDIN JOB P3069687283 855-6535653 CA P.O.S.: LinkedIn JOB P3069687283 SALES TAX: 0.00	146.00
			Total Purchasing Activity	$146.00

HEATHER TAMAYO [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,887.42	$0.00	$1,887.42

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-19	24011346231100124602023	IC* COSTCO BY INSTACAR INSTACART.COM CA P.O.S.: 20925328132479396 SALES TAX: 0.00	691.81
			Total Purchasing Activity	$691.81

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-21	08-19	24692166232409332903462	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033877370579aa SALES TAX: 0.00	74.34
08-21	08-19	24692166232409332903678	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033877355127aa SALES TAX: 0.00	1,121.27
			Total Travel Activity	$1,195.61

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

AYESHA VISHNANI [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$113.30	$0.00	$113.30

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-18	08-16	24692166229406657661530	UNITED 0164723625451 UNITED.COM TX VISHNANI /FIRST CHE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	50.00
08-19	08-18	24445006230100218318798	POTBELLY-548-319 HOUSTON TX	13.30
08-24	08-20	24692166233400472007544	UNITED 0164724857655 UNITED.COM TX VISHNANI /FIRST CHE DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	50.00
			Total Travel Activity	$113.30

TIFFANY CARRASCO [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$469.63	$0.00	$469.63

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-17	08-16	24692166229406191420138	SQ *TRAVEL+WELL SACRAMENTO CA P.O.S.: 000115292151748310705 9 SALES TAX: 0.00	13.89
08-18	08-16	24692166229406805996978	SWA*EXCS BAG5264345111786 800-435-9792 TX CARRASCO/TIFFANY DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-20	08-18	24013396231004518655162	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	4.00
08-20	08-18	24013396231004518655196	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	4.00
08-20	08-18	24013396231004518683818	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	8.00
08-21	08-19	24801976232865728542166	THE WESTIN ANAHEIM RESOR ANAHEIM CA P.O.S.: 51902 SALES TAX: 1.35	18.75
08-24	08-21	24116416234867835454488	SUBWAY 30160 OAKLAND CA	21.85
08-24	08-22	24492166234100032470072	HERTZ CAR RENTAL WWW.HERTZ.COM CA ch35s8g7f181m	286.85
08-24	08-21	24692166234401614100394	SWA*EXCS BAG5264345914754 800-435-9792 TX CARRASCO/TIFFANY DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
			Total Travel Activity	$447.34

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-24	08-21	24692166233400698165902	CHEVRON 0095418 IRVINE CA P.O.S.: V000001000000 SALES TAX: 3.19	22.29

Continued on next page

ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
			Total Fleet Activity	$22.29

RACHEL GRIMES [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$92.37	$0.00	$92.37

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-18	24793386230002400296085	SAT ADINAS MARKET SAN ANTONIO TX P.O.S.: 3266-326653-53109-2623041 SALES TAX: 0.00	10.88
08-24	08-21	24793386233003058294080	LGB TRAVEL@EASE LONG BEACH CA P.O.S.: 0961-096151-51089-2623345 SALES TAX: 0.00	16.93
			Total Purchasing Activity	$27.81

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-19	08-18	24717056231872311721277	DELTA AIR BAGGAGE FEE 800-2211212 TX GRIMES/RACHEL DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	45.00
08-20	08-18	24013396231004489539429	PROTEIN BAR & KITCHEN SALT LAKE CIT UT	19.56
			Total Travel Activity	$64.56

BRETT ADAM [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$2,614.08	$0.00	$2,614.08

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	24692166231408393035116	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033864958722aa SALES TAX: 0.00	2,509.08
08-24	08-21	24445006234300760480964	PMT*SAC CO AIRPORT PARKNG SACRAMENTO CA	105.00
			Total Travel Activity	$2,614.08

MATTHEW BROCKWAY [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$2,410.71	$0.00	$2,410.71

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	24692166231408407158714	TST*2145 - COSTA MESA COSTA MESA CA P.O.S.: 00030694033864517523aa SALES TAX: 0.00	31.93
08-21	08-19	24692166232409332903967	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033875778384aa SALES TAX: 0.00	323.25
08-21	08-19	24692166232409332904742	TST*HANGAR 24 BREWERY OR IRVINE CA P.O.S.: 00014444033877852013aa SALES TAX: 0.00	2,032.93

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-24	08-21	24431066234491027484129	CHIPOTLE 1128 SANTA CLARITA CA P.O.S.: 0150406612980899 SALES TAX: 0.00	22.60

Total Travel Activity $2,410.71

ASHLEY LARSEN [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,869.44	$0.00	$1,869.44

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-19	24011346231100161433993	IC* COSTCO BY INSTACAR INSTACART.COM CA P.O.S.: 20934172809449948 SALES TAX: 0.00	1,728.25

Total Purchasing Activity $1,728.25

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-19	24269796232001102229652	JIMMY JOHNS - 2807 NEWPORT BEACH CA	19.54
08-20	08-18	24692166231408394701880	TST*PUESTO - LOS OLIVIOS IRVINE CA P.O.S.: 00340178033865033706aa SALES TAX: 0.00	121.65

Total Travel Activity $141.19

LACHELLE CARTER [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,036.98	$0.00	$1,036.98

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-17	08-16	24943006229487969589564	COSTCO WHSE #0424 SIGNAL HILL CA P.O.S.: 00001004 SALES TAX: 46.56	489.97

Total Purchasing Activity $489.97

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-18	24013396231004519749873	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	6.00
08-20	08-18	24013396231004521758110	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	6.00
08-20	08-18	24013396231004521758128	SJC PARKING 949-4931171 CA P.O.S.: 1 SALES TAX: 0.00	6.00
08-24	08-22	24943006235491658554147	CHEESECAKE IRVINE IRVINE CA P.O.S.: 1958188713000 SALES TAX: 0.00	25.21
08-28	08-26	24692166239403407192542	SOUTHWES 5262194968713 800-435-9792 TX CARTER/LACHILLE N DEPART: 11-15-26 P.O.S.: SALES TAX: $0.00 LGB WN I SMF WN V LGB	503.80

Total Travel Activity $547.01

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

FINANCE DEPARTMENT [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$2,298.09	$185,612.50	$0.00	$183,314.41

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-03	08-01	24204296213002006643222	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P45321D484 SALES TAX: 0.00	471.49
08-03	08-02	24445006214300839500119	4TE*SONITROL OF ORANGE CO 949-297-4357 CA P.O.S.: EECA3F75AF3 SALES TAX: 0.00	252.86
08-03	07-31	24492166213100011839987	SJCOE* SJCOE-CSCLIVE 2 SJCOE.ORG CA P.O.S.: ch3z95eu55ysy0cik7 SALES TAX: 0.00	5,950.00
08-03	08-01	24692166213408617669783	GOOGLE *ADS9121351564 CC@GOOGLE.COM CA P.O.S.: P1nhPLd5 SALES TAX: 0.00	25,680.98
08-03	08-02	24692166214409383450175	TIKTOK ADS *TIKTOK ADS.TIKTOK.CO CA P.O.S.: 00000000000000000 SALES TAX: 0.00	3,594.65
08-03	08-01	24793386213000251665219	FACEBK *E75AWWD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-03	08-02	24793386214000043575089	FACEBK *HJNNHWR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-03	07-31	74609056212100036082851	MENTIMETER BASIC STOCKHOLM	456.00
08-04	08-04	24793386216000301957217	FACEBK *8TBCHXH462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-05	08-04	24204296216001722066228	YETI 1-833-225-9384 512-3949384 DE P.O.S.: YETI 1-833-225-9384 SALES TAX: 0.00	193.95
08-05	08-05	24793386217000606233214	FACEBK *NTT84XV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-05	08-04	74609056216100029329141	MENTIMETER PRO STOCKHOLM	474.97
08-07	08-06	24793386218001011310216	FACEBK *NAF9WWR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-10	08-07	24036296219716521309666	VISTAPRINT 866-207-4955 MA P.O.S.: VP_PL0HK722 SALES TAX: 282.87	3,932.86
08-10	08-07	24204296219001783305074	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P45687D855 SALES TAX: 0.00	501.72
08-10	08-09	24692166221301389957157	AWL*PEARSON EDUCATION PRSONCS.COM NJ P.O.S.: ONT94527998 SALES TAX: 0.00	200.00
08-10	08-07	24793386219000732640090	FACEBK *TSDJYXM462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-10	08-09	24793386221000103131097	FACEBK *TTH32X5562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-10	08-09	24793386221000133449220	FACEBK *9FWQTXD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	182.66
08-11	08-10	24793386222000617931072	FACEBK *SU5ZAYM462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-12	08-11	24793386223002800528078	FACEBK *J2CAFYM462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-13	08-12	24692166224301606591075	GOOGLE *ADS9121351564 CC@GOOGLE.COM CA P.O.S.: P1nzO6df SALES TAX: 0.00	25,000.00

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-13	08-12	2469216622430171707 4854	SQ *CALOH LLC DBA HANDEL' GOSQ.COM CA P.O.S.: 00011529215174616 SALES TAX: 0.00	1,237.50
08-13	08-12	2479338622400073691 0088	FACEBK *6KPV8YD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-14	08-13	2469216622530269207 9511	IN *RIPON CHAMBER OF COMM 209-5997519 CA P.O.S.: 28674 SALES TAX: 0.00	185.00
08-14	08-14	2479338622600070401 8094	FACEBK *VYJPUXR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-17	08-14	2420429622600185454 1210	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P45A7D4720 SALES TAX: 0.00	501.03
08-17	08-15	2479338622700063404 8228	FACEBK *NW3QCYV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-17	08-16	2479338622800032399 5076	FACEBK *X6LFQZZ462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-18	08-18	2479338622900321121 2215	FACEBK *XXUMBYR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-19	08-19	2479338623000093917 1084	FACEBK *XYZFYZZ462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-20	08-20	2479338623200060709 5092	FACEBK *MGLX4ZD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-24	08-22	2420429623400161332 9071	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P45F3CC0CE SALES TAX: 0.00	500.56
08-24	08-23	2469216623540192674 4201	HP *INSTANT INK 855-785-2777 CA P.O.S.: T_PMYC7Q9K260822221623 SALES TAX: 0.00	35.35
08-24	08-21	2479338623300054550 9229	FACEBK *7RNYRYR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-24	08-22	2479338623400023786 3099	FACEBK *68UPYYD462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-24	08-24	2479338623600020540 9212	FACEBK *4AT4XZH462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-24	08-21	7420429623300197863 7221	YETI 1-833-225-9384 512-3949384 DE P.O.S.: YETI 1-833-225-9384 SALES TAX: 0.00	193.95 CR
08-25	08-25	2479338623700091309 3224	FACEBK *TH9T8ZD462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-26	08-26	2479338623800090682 5094	FACEBK *NQE9UZD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-28	08-26	2401134623910010217 1753	USAD.ORG KASOTA MN	345.00 CR
08-28	08-27	2479338623900101724 9074	FACEBK *DS3YD2E464 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
08-31	08-28	2475542624027240933 9719	PARADISE DRINKING WATERS 999-9999999 CA P.O.S.: CCP26082804480219 SALES TAX: 0.00	60.65
08-31	08-29	2479338624000054216 1090	FACEBK *4RXVNZR462 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
08-31	08-30	2479338624200070652 5062	FACEBK *M4UPTZR462 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
			Total Purchasing Activity	$90,473.28

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-31	08-30	24692166242406576033392	ADT SECURITY*4049649992 WWW.ADT.COM FL P.O.S.: 00000000000000000 SALES TAX: 0.00	120.07
			Total Activity	$120.07

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-03	08-01	2444500621450078045247 1	PY *STOR IT CLOVIS 559-324-9675 CA P.O.S.: 41b90f57-da60-4 SALES TAX: 9.28	116.00
08-03	08-01	24692166213408954108916	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	28.09
08-06	08-05	24692166217402428867146	TST*HANGAR 24 BREWERY OR 949-838-4721 CA P.O.S.: 00014444033625415297aa SALES TAX: 0.00	161.63
08-06	08-04	24692166217402827023457	SOUTHWES 5262187636359 800-435-9792 TX BOUILLERCE/DANIELLE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN T SNA WN S SMF	696.79
08-06	08-04	24692166217402827023465	SOUTHWES 5262187672058 800-435-9792 TX CABLE/KRISTIN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN T SNA WN O SMF	710.79
08-07	08-05	24431066218481502260540	ALASKA AIR 0272154556402 SEATTLE WA SCULATTI/KATIE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 STS AS K SNA AS N STS	179.99
08-10	08-07	24431066220482764116806	ALASKA AIR 0272154855377 SEATTLE WA MENDEZ SUASTEGUI/NAD DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SFO AS L SNA AS V SFO	666.80
08-10	08-07	24431066220482764116814	ALASKA AIR 0272154838738 SEATTLE WA NIMS/NICOLE DEPART: 09-20-26 P.O.S.: SALES TAX: $0.00 PDX AS N SAN AS G PDX	364.73
08-10	08-06	24692166219404806238054	SOUTHWES 5262188390524 800-435-9792 TX SERPA/GINA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT WN N LAS WN N SNA WN F LAS WN F FAT	84.20
08-10	08-07	24692166220405835509040	SOUTHWES 5262188807053 800-435-9792 TX HARRIS/CHANEL CATHLI DEPART: 09-20-26 P.O.S.: SALES TAX: $0.00 BDL WN H DEN WN H SAN WN U MDW WN U BDL	862.40
08-10	08-07	24692166220405835509057	SOUTHWES 5262188862142 800-435-9792 TX RIDDICK/PRISCILLA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN H SNA WN S SMF	801.80
08-10	08-08	24692166220406027570915	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	14.03

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-10	08-05	74431066219482125444218	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	20.00CR
08-12	08-10	24692166223300639429486	SOUTHWES 5262189918121 800-435-9792 TX HESS/JANAY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN H SNA WN H SMF	880.80
08-12	08-10	24692166223300639429494	SOUTHWES 5262189876113 800-435-9792 TX DICKMAN/KELSEY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SJC WN W SNA WN W SJC	810.80
08-13	08-12	24064666224100048344666	EUREKA RESTAURANT GROU EUREKARESTAUR CA P.O.S.: ch33e9gebfnko1sbvt SALES TAX: 0.00	400.83
08-13	08-12	24064666225100000215572	EUREKA RESTAURANT GROU EUREKARESTAUR CA P.O.S.: ch33e95ebfnko0cj SALES TAX: 0.00	1,603.32
08-14	08-12	24692166225302533547320	SOUTHWES 5262190658495 800-435-9792 TX MCDEVITT/NEIL PAUL DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN Q SNA WN P SMF	172.00
08-17	08-14	24011336228900019341223	RENAISSANCE NEWPORT BEACH 949-4762001 CA P.O.S.: 20260814094050335 SALES TAX: 0.00	78,303.24
08-17	08-15	24492166227100030073794	HERTZ CAR RENTAL 180-06544173 OK ch342i8g7f1803t8kl	281.00
08-17	08-14	24692166226303261524977	TST*HANGAR 24 BREWERY OR 949-838-4721 CA P.O.S.: 00014444033778557812aa SALES TAX: 0.00	878.19
08-17	08-13	24692166226303517777700	SOUTHWES 5262190991595 800-435-9792 TX GOMEZ/MARY ESTELLE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN Q SNA WN A SMF	208.00
08-17	08-13	24692166226303517777718	SOUTHWES 5262191009972 800-435-9792 TX SCRIVNER/FELICIA MAR DEPART: 08-16-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN Q SMF	172.00
08-17	08-13	24692166226303517777726	SOUTHWES 5262191011870 800-435-9792 TX SCRIVNER/FELICIA MAR DEPART: 08-16-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN Y SMF	80.99
08-17	08-13	24692166226303517777734	SOUTHWES 5262191003620 800-435-9792 TX LAREDO/STACY LYNN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 OAK WN Q SNA WN G OAK	243.00
08-17	08-15	24692166227304316476451	TST*HANGAR 24 BREWERY OR 949-838-4721 CA P.O.S.: 00014444033792371465aa SALES TAX: 0.00	1,314.56
08-17	08-14	24692166227304570789037	SOUTHWES 5262191390631 800-435-9792 TX GRAY/MICHAEL JOSEPH DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN Q SNA WN P SMF	237.33
08-17	08-13	74692166226303538158257	SOUTHWES 5264345174771 800-435-9792 TX BRANDOW/HEATHER DEPART: 08-13-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	40.79CR

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-17	08-13	74692166226303538158265	SOUTHWES 5262177758094 800-435-9792 TX AKERS/AIKO DEPART: 08-13-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	491.68 CR
08-18	08-16	74692166229406806489382	SOUTHWES 5264345739088 800-435-9792 TX DEAN/KYRRA DEPART: 08-16-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	95.00 CR
08-19	08-17	24692166230407720949321	SOUTHWES 5262192247888 800-435-9792 TX MANUEL/MICHAEL DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SMF WN Q SNA WN P SMF	182.01
08-20	08-19	24011346232100011380740	GREEN CHEEK BEER COMPA WWW.GREENCHEE CA P.O.S.: ch360w76us62ybe SALES TAX: 0.00	868.44
08-20	08-19	24692166231408523502613	PANERA BREAD #204140 O 949-498-2387 CA P.O.S.: 00000000000000000 SALES TAX: 0.00	324.30
08-20	08-18	74692166231408608137223	SOUTHWES 5262192481081 800-435-9792 TX WILDE/DIANE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	530.91 CR
08-21	08-19	24801976232865728542174	THE WESTIN ANAHEIM RESOR ANAHEIM CA P.O.S.: 51903 SALES TAX: 1.35	18.75
08-21	08-19	24801976232865728542182	THE WESTIN ANAHEIM RESOR ANAHEIM CA P.O.S.: 51904 SALES TAX: 1.35	18.75
08-21	08-19	24801976232865728542190	THE WESTIN ANAHEIM RESOR ANAHEIM CA P.O.S.: 51905 SALES TAX: 1.80	25.00
08-21	08-19	24801976232865728542208	THE WESTIN ANAHEIM RESOR ANAHEIM CA P.O.S.: 51906 SALES TAX: 1.35	18.75
08-21	08-19	24801976232865728542216	THE WESTIN ANAHEIM RESOR ANAHEIM CA P.O.S.: 51907 SALES TAX: 1.35	18.75
08-24	08-20	24445006233300870946756	PMT*SAC CO AIRPORT PARKNG SACRAMENTO CA	84.00
08-24	08-22	24692166234401821061629	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	19.78
08-24	08-22	74431066235491894123234	ALASKA AIR 0272151277237 SEATTLE WA LUMBARD/KAREN DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	294.12 CR
08-24	08-22	74431066235491894123242	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	29.00 CR
08-24	08-20	74692166233400603225614	SOUTHWES 5262182628838 800-435-9792 TX WAYNE/COURTNEY DEPART: 08-20-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	247.84 CR
08-24	08-21	74692166234401614299191	SOUTHWES 5264346515831 800-435-9792 TX HICKEY/AMY DEPART: 08-21-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	9.80 CR
08-31	08-29	24692166241405636238901	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	88.26

Continued on next page
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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
			Total Travel Activity	$90,180.96

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-20	246921662324090827689 33	CHEVRON 0095418 IRVINE CA P.O.S.: V000001000000 SALES TAX: 2.38	16.61
			Total Fleet Activity	$16.61

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-03	08-02	24000776214100033385498	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1U04QoCfE6kTeyiRbXPzhIa SALES TAX: 0.00	250.50
08-06	08-05	24000776217100044082057	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1U1BUDCfE6kTeyiRXpokPNi SALES TAX: 0.00	253.31
08-10	08-08	24000776221100001053871	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1U2IGxCfE6kTeyiRzSPLQQo SALES TAX: 0.00	251.61
08-12	08-11	24000776224100003715318	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1U3OR3CfE6kTeyiRrrWLRi2 SALES TAX: 0.00	250.99
08-17	08-14	24000776227100003505617	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1U4UDhCfE6kTeyiRaKE0jSH SALES TAX: 0.00	254.99
08-18	08-18	24000776230100011243792	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1U5cEvCfE6kTeyiRgo040KF SALES TAX: 0.00	253.49
08-21	08-21	24000776233100013981263	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1U6igxCfE6kTeyiRnd0OdK1 SALES TAX: 0.00	250.25
08-25	08-24	24000776236100034978683	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1U81O3CfE6kTeyiRmrzJigs SALES TAX: 0.00	251.52
08-28	08-27	24000776239100043241229	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1U99wcCfE6kTeyiRCylT4Xd SALES TAX: 0.00	250.77
08-31	08-31	24000776243100011690526	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UAMFHCfE6kTeyiRZEOD5BS SALES TAX: 0.00	256.06
			Total Miscellaneous Activity	$2,523.49

HUMAN RESOURCES DEPT [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$200.00	$200.00	$0.00	$0.00

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-03	08-03	24120486104900015165550	FRAUD CREDIT 866-3996111 WY	200.00CR
08-03	08-03	24120486104900015165550	DISPUTE REBILL CHICAGO IL	200.00
			Total Purchasing Activity	$0.00

Coversheet

Ratification of Special Education Service Contracts (attached)

Section: VI. Consent Items
Item: E. Ratification of Special Education Service Contracts (attached)
Purpose: Vote
Submitted by:
Related Material:
260908 SPED Contracts.pdf
Oxford 2026-27 SPED Master Contract CalOPS Addendum - FULLY EXECUTED 2026-08-31.pdf
Monique Charbonnet 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-08-27.pdf
Adapted Child's Play 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-19.pdf
Every Special Child 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-14.pdf
CES 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-14.pdf
Specialized Therapy 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-01.pdf
TTC4Success 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-31.pdf
BAT 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-13.pdf
Dr Dunn 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-13.pdf
El Paseo 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-13.pdf
Intercare 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-04_Redacted.pdf
Milestones 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-07.pdf
NJA 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-07.pdf
Oxford 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-24.pdf
PSE 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-28.pdf
ACES 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-13.pdf
TalkPath 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-19.pdf
TeleSesh 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-06.pdf
TES 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-14.pdf
Vista 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-14.pdf
Professional Tutors 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-12.pdf
SoCal ST 13216 2026-27 Transportation Contract CalOPS - FULLY EXECUTED 2026-08-19_Redacted (4937-5797-6525.v1).pdf

California Online Public Schools

SPED Contracts

September CalOPS Board Meeting

2026-27 CONTRACT RENEWALS	
2026-27 SERVICE PROVIDERS/CONTRACTS	**FULLY EXECUTED DATE**
TeleSesh (Communicology, Inc. DBA TeleSesh)	8/6/2026
Milestones Therapy Group, A Professional Speech-Language Pathology Corporation	8/7/2026
NJA Therapy Services, Inc.	8/7/2026
Professional Tutors of America, Inc.	8/12/2026
El Paseo Children's Center, Inc.	8/13/2026
Behavioral Autism Therapies, LLC	8/13/2026
Total Education Solutions	8/14/2026
Cornerstone Educational Solutions	8/14/2026
Every Special Child, LLC	8/14/2026
ST 13216 Transportation Contract	8/19/2026
TalkPath Live	8/19/2026
Adapted Child's Play	8/19/2026
Oxford Consulting Services, Inc.	8/24/2026
Partners in Special Education, Inc.	8/28/2026
TTC4Success (Tasha's Training & Consulting, LLC)	8/31/2026
Specialized Therapy Services, Inc.	9/1/2026

2026-27 NEW CONTRACTS	
2026-27 SERVICE PROVIDERS/CONTRACTS	**FULLY EXECUTED DATE**

California Online Public Schools

Intercare Therapy, Inc.	8/4/2026
ACES Clinics, Inc.	8/13/2026
Dr Dunn EduTech Solutions	8/13/2026
Vista Center for the Blind and Visually Impaired	8/14/2026
Monique Charbonnet	8/27/2026

2026-27 NEW ADDENDA		
2026-27 SERVICE PROVIDERS/CONTRACTS	**ADDENDUM NOTES**	**FULLY EXECUTED DATE**
Oxford Consulting Services, Inc.	Mileage and Progress Report	8/31/2026

California Online Public Schools

Addendum to Master Contract
School Year: 2026-27

The purpose of this document is to make known certain items regarding the Nonpublic, Nonsectarian School/Agency Services Master Contract **2026-2027** between **California Online Public Schools** and **Oxford Consulting Services, INC.**

In consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions to the stated contract. These services will be designated to California Online Public School's students for the **2026-2027** school year effective **September 8, 2026**.

Provider will bill for travel mileage based on the current IRS rates.

Provider will bill for the completion of each Progress Report (PR) at the end of each semester at the applicable hourly rate set forth in Exhibit A. Billable time for PR completion shall not exceed one-quarter (0.25) hour, or fifteen (15) minutes, per Agency provider assigned to the student, for each PR.

The parties reaffirm that, other than what is stated in this addendum, no other terms or conditions of the above-mentioned original contract have been modified, negated, or amended.

Signed by:
Signature: Christina Russi
C79AA65C2D84420...
Printed Name: Christina Russi
Title: Director Clinical Operations and Growth
NPA/S: Oxford Consulting Services, Inc.
Dated: 08/31/2026

Signed by:
Signature: Mackenzie Duran
5CF7080748C6400...
Printed Name: Mackenzie Duran
Title: Director of Student Services
LEA: California Online Public Schools
Dated: 08/31/2026

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 26th of August, 2026 by and **Monique Charbonnet**, hereinafter referred to as "the VENDOR" and **California Online Public Schools** hereinafter referred to as "the BOARD".

The Board and the Vendor agree to the terms and conditions set forth below and in accompanying Exhibits, attached incorporated herein.

The Vendor and the Board Agree:

1. Scope of Services:
   a. The Vendor will provide the Board with **Physical Therapy** services rendered by qualified, **Physical Therapist**.
   b. The Vendor will provide services as described as direct or indirect therapy services as indicated on each student's Individual Education Program (IEP) that shall include, but is not limited to: planning, therapy, assessments, report and IEP writing, participation in IEP reviews and parent conferences, related travel, consultations with classroom teachers and other staff members, management of required documentation and attendance.

2. Term and Termination:
   a. The term of this Agreement shall commence on **8/26/26**, unless terminated earlier in accordance with the terms and conditions set-forth.
   b. Termination without Cause: Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
   c. Termination with Cause: Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.

3. Compensation:
   a. To provide **Physical Therapy** services to Board until 24th day of June, 2027 excluding those days as determined by the district as holidays or closings.
   b. The rate established by mutual agreement, shall be per fully qualified, and Certified **Physical Therapist. See below for rates.**
   c. Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

DS
MC
Initial



California Online Public Schools

d. Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial DS MC

e. Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial DS MC

f. If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial DS MC

g. VENDOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA’s discretion. Progress Reports are to be completed in special education data system twice annually near the end of each semester by the due dates determined and communicated by LEA. It is understood that planning and preparation for an IEP meeting is not considered a billable, "Progress Report". Preparation for an IEP meeting is part of VENDOR's professional responsibility and is not a billable service under this agreement. Planning and preparation for IEP meetings should be done upon request and/or pursuant to LEA policy and procedures. Preparation for IEP meetings should, at a minimum, include updating IEP goals and students' present levels of performance, and reviewing current services to ensure appropriateness.

h. VENDOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that the The LEA or SELPA may provide training for any VENDOR to ensure access to the approved system. The VENDOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system.



California Online Public Schools

i. Independent Contractor:
   a. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venue, employer-employee, or other relationship and no form of agency exists between the parties.
   b. Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/ federal identification number.
   c. The Vendor shall provide California Online Public Schools with a copy of the provider's license/credential, as applicable, along with the verified dates of California DOJ and FBI background checks, fingerprint clearance, and Tuberculosis Test clearance for all employees, approved subcontractors, and/or volunteers prior to such individuals starting to work with any student.

Initial DS MC

   d. The Vendor is responsible for monitoring and ensuring the continued validity of all submitted documents. Renewed or updated documentation should be submitted promptly, either before or at the time of expiration.

Initial DS MC

j. Insurance/License:
   a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: $1,000,000. Per occurrence and $5,000,000 in the aggregate and provide the Board with proof of insurance upon request.
   b. The Vendor is certified by the State of California in the performances of the Services provided herein and agrees to provide proof upon request.

k. Direct Hire-Non-Solicitation:
   a. Board agrees to notify Vendor in writing of its intent to hire, enter into an arrangement to hire, or contract for services with any personnel who worked for Vendor in scheduled assignment in a facility during the preceding six (6) month period. In the event the Board does hire such personnel, the Board agrees to pay Vendor a one time hire "Fee" of $2,000.

l. General:
   a. This agreement shall be governed by the State of California, and governing regulatory rules, all which are incorporated herein.

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial DS MC

California Online Public Schools

Additional Terms

Physical Therapy Services

0-20 mins	$46
20-40 mins	$66
41-60 mins	$132

PT Assessment	$415.00 flat rate
IEP Meeting Attendance	$132.00 per hour
Travel Fee	$15.00/15 mins

No Show/Late Cancellation Policy: Cancellations made with less than 24 hours' notice will be charged 50% of the scheduled treatment fee. Same-day cancellations and no-shows will be billed at 100% of the treatment rate. If student is more than 15 minutes late, it will be considered a "No-Show."

California Online Public Schools

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed, and do each represent that their respective signatory, whose signature appears below, is fully authorized to execute this Agreement.

By: California Online Public Schools
Name: Mackenzie Duran
Title: Director of Student Services
Date: 08/27/2026

Signature Signed by: Mackenzie Duran 5CF7080748C6400...

VENDOR
By: Monique Charbonnet
Name: Monique Charbonnet, PT, DPT, DSc
Title: Physical Therapist
Date: 08/27/2026

Signature DocuSigned by: Monique Charbonnet CA0E990740C646D...

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Adapted Child's Play LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Adapted Child's Play LLC

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

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

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

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

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

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

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

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

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

9. an intervention that deprives the individual of one or more of the individual's senses.

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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.

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

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

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

Adapted Child's Play LLC
Nonpublic School/Agency

Signed by:
By: Michelle Sabelhaus 08/19/2026
62EEB6863BC944E...
Signature **Date**

Michelle Sabelhaus, Business Manager
Name and Title of Authorized Representative

LEA

California Online Public Schools
LEA Name

Signed by:
By: Mackenzie Duran 08/19/2026
5CE7080748C6400...
Signature **Date**

Mackenzie Duran, Director of Student Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Michelle Sabelhaus, Business Manager **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Adapted Child's Play LLC **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
639 Ocean View Ave **Address**	33272 Valle Road **Address**
Encinitas CA 92024 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
760-877-3400 N/A **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
adaptedchildsplay@gmail.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification (Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Adapted Child's Play LLC
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)	185.00	Hour
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	185.00	Hour
APE Assessment	1,200.00	flat rate

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial MS

Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial MS

Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial MS

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial MS

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial MS

Initial _____

Additional Terms

No Show/Late Cancellation Policy: No Show/ Late Cancellation of less than 24 hours' will be billable at the providers hourly rate.

In-person services include travel time at the identified service rate in addition to travel mileage based on the current IRS rates.

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Every Special Child, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **August 24, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Every Special Child, LLC

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

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

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

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

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

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

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

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

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

9. an intervention that deprives the individual of one or more of the individual's senses.

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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.

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

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

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **24th day of August, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Every Special Child **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Huma Thekedar D8FECB5B62374B8... 08/14/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 08/13/2026 **Signature** **Date**
Huma Thekedar, President **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Huma Thekedar, President **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Every Special Child **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
288 Durham Avenue **Address**	33272 Valle Road **Address**
Metuchen NJ 08840 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
(323) 476-1761 (323) 302-4413 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
s.hasan@everyspecialchild.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Every Special Child, LLC
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340) **Paraprofessional Educators**	47.00	Hour
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance		

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial HT

Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial HT

Initial____

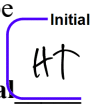
Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial HT

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

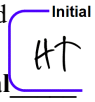
Initial



Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial



Additional Terms Regarding Early Start Dates

All contracted classroom instructional aides (paraprofessionals) shall commence services on 8/24/26 and shall follow the teacher workday calendar for the applicable school year. Services shall be provided during the paraprofessional's regularly scheduled work hours and compensated at the applicable hourly rate set forth in Exhibit A.

Initial



EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA **CALIFORNIA ONLINE PUBLIC SCHOOLS:**
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Cornerstone Educational Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Cornerstone Educational Solutions

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

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

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

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

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

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

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

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

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

9. an intervention that deprives the individual of one or more of the individual's senses.

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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.

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

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

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

Cornerstone Educational Solutions
Nonpublic School/Agency

Signed by:
By: Christy Bock 08/14/2026
6DC515B9F3D4483...
Signature **Date**

Dr. Christy Bock, Owner
Name and Title of Authorized Representative

LEA

California Online Public Schools
LEA Name

Signed by:
By: Mackenzie Duran 08/13/2026
5CE7080748C6400...
Signature **Date**

Mackenzie Duran, Director of Student Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Kelly Cervantes, Director District Operations & Compliance **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Cornerstone Educational Solutions **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
P.O. Box 1862 **Address**	33272 Valle Road **Address**
Upland CA 91785 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
909-208-2711 n/a **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
kelly@cornerstoneeducationalsolutions.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Cornerstone Educational Solutions
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	$180.00 (Individual) $135 (group)	Hour Hour per student
Adapted Physical Education (425)	$165.00	Hour
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)	$165.00	Hour
Individual Counseling (510)	$180.00	Hour
Counseling and Guidance (515)	$180.00	Hour
Parent Counseling (520)	$180.00	Hour
Social Work Services (525)		
Psychological Services (530)	$180.00	Hour
Behavior Intervention Services (535)	$180.00	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	$180.00	Hour

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Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	$180	Hour

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial CB

Initial____

Additional Terms Regarding Invoices and Payment
Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial CB

Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial CB

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial CB

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial CB

Initial _____

Additional Terms

No Show/Late Cancellation Policy: No show/less than 48 hour cancellation will be billed at $90 flat rate per missed session.

Psych Assessment (Initial, TRI)	$1,945.00 (In-Person) $1,840.00 (virtual) flat rate
Additional Supplemental Psychoeducation Evaluation	$2,000 (In-Person) $1,900.00 (virtual) flat rate
One-on-One Aide Evaluation (SCIA)	$2,200 (In-Person) $2,100.00 (virtual) flat rate
FBA	$1,945.00 flat rate
ERMHS	$1,945.00 flat rate
Record Review	$1,020.00 flat rate
Hearing and Vision Assessment	$405.00 flat rate
Nurse Evaluation H&D + H&V Combo	$610.00 flat rate
Health and Developmental Nurse Evaluation	$485.00 flat rate
Speech/OT Assessments	$1,840.00 (In-Person) $1,740.00 (virtual) flat rate
DHH /evals	$1,740 flat rate
AT Evals	$2,400 (In Person) $2,300 (virtual) flat rate
APE Evaluation	$1,530.00 (In-Person) $1,420.00 (virtual) flat rate
PT Evaluation	$1,530.00 (In-Person) $1,420.00 (virtual) flat rate
Bilingual Fee (all languages)	$250.00 flat rate
Rush Fees (22-30 days)	$150.00 flat rate
Rush Fees (21 or less)	$250.00 flat rate

CORNERSTONE
EDUCATIONAL SOLUTIONS
unlocking student success

2026 - 2027 (Schedule R) Rate Sheet

Evaluations- include specified testing, report. IEP attendance billed separately

Evaluation Type	Charge
Psych/BCBA related rates:	
Initial/Triennial Psychoeducational Evaluation (Virtual)	$1,840
Initial/Triennial Psychoeducational Evaluation (In Person)	$1,945
Summer Preschool Psychoeducational Evaluation	$1,900
ERMHS Evaluation (Virtual & In-Person)	$1,945
ERMHS Add On (Virtual) (ERMHS added to concurrent psych eval)	$920
ERMHS Add On (In Person) (ERMHS added to concurrent psych eval)	$970
FBA Evaluation (Virtual & In-Person)	$1,945
FBA Evaluation + BIP (Virtual)	$2,450
FBA Evaluation + BIP (In Person)	$2,550
Behavior Intervention Plan Stand Alone (BIP, Virtual)	$800
Behavior Intervention Plan Stand Alone (BIP, In Person)	$900
Targeted Psychoeducational Evaluation (ex. ROR + Targeted Rating Scales)	$1,400
Additional/ Supplemental Psychoeducational Evaluation (Virtual)	$1,900
Additional/ Supplemental Psychoeducational Evaluation (In Person)	$2,000
One-on-One Aide Evaluation (SCIA, Virtual)	$2,100
One-on-One Aide Evaluation (SCIA, In Person)	$2,200
Record Review (ROR) Psych	$1,020
Individual Counseling (ERMHS, social emotional/ 504/ gen-ed intervention)*	$180 (hourly)
Direct BCBA Services*	$180 (Hourly)
Speech/Language (SLP) Rates:	
Speech/Language Evaluation (Virtual)	$1,740
Speech/Language Evaluation (In Person)	$1,840
Speech/Language Evaluation with AAC	$2,500
Summer Preschool Speech/Language Evaluation	$1,700
Augmentative and Alternative Communication Evaluation (AAC)	$1,800

Record Review (ROR) Speech	$1,020
IEP Writing Support for student not on caseload	$815
IEP Writing Support for student on caseload (annual/triennial/ initial)	$815
Case Management Fee (per student on caseload per month)	$255
Addendum/Amendment IEP Writing Support for student on caseload (30 Day, Interim, Amendment IEP etc.)	$400
SLP/ AAC Direct Services*	$180 (hourly)

Occupational Therapy (OT) Rates:	
Occupational Therapy Evaluation (Virtual)	$1,740
Occupational Therapy Evaluation (In Person)	$1,840
Summer Preschool Occupational Therapy Evaluation	$1,700
Record Review (ROR) OT	$1,020
OT Direct Services*	$180 (hourly)
Education Specialist Rates:	
Academic-Only Evaluation (Virtual)	$815
Academic-Only Evaluation (In- Person)	$920
IEP Writing Support for students not on caseload	$815
IEP Writing Support for students on caseload (annual/triennial/ initial)	$815
Case Management Fee (per student on caseload per month)	$255
Addendum/Amendment IEP Writing Support for students on caseload (30 Day, Interim, Amendment IEP etc.)	$400
SAI/ Ed Specialist Direct Services*	$180 (hourly)
Nursing Rates:	
Health & Developmental (single student)	$485
Hearing & Vision (single student)	$405
Healthcare Plan (Includes Training)	$485
2 Services Combo Nurse Evaluations- (ex. H & D + H & V or H & D + Healthcare Plan etc.)	$610
3 Services Combo Nurse Evaluations- (ex. H & D + H & V + Healthcare Plan etc.)	$800
Healthcare Training for Staff per topic	$1,000
Hearing & Vision Group Rate (30 to 50 kids) (Same Location/Day) **(Travel over 100 miles will be assessed additional travel fees)**	$3,300
Hearing & Vision Group Rate Additional Students beyond 50/ Price per Student **(Travel over 100 miles will be assessed additional travel fees)**	$50

Hearing & Vision Travel Fee (Varies, Receipts to be provided upon request)	variable
Adapted Physical Education (APE) Rates:	
Adapted Physical Education (APE) Evaluation (Virtual)	$1,420
Adapted Physical Education (APE) Evaluation (In Person)	$1,530
APE Direct Services*	$165 (hourly)
Physical Therapy (PT) Rates:	
Physical Therapy (PT) Evaluation (Virtual)	$1420
Physical Therapy (PT) Evaluation (In Person)	$1530
Physical Therapy (PT) Direct Services*	$165 (hourly)
Assistive Technology (AT) Rates:	
Assistive Technology (AT) Evaluation (Virtual)	$2,300
Assistive Technology (AT) Evaluation (In Person)	$2,400
AT Direct Services*	$180 (hourly)
DHH Evaluations and Services:	
DHH- Deaf and Hard of Hearing Evaluation- (without academics)	$1,740
DHH- Deaf and Hard of Hearing Evaluation- (with academics)	$2,350
DHH Direct Services*	$180 (hourly)
VI Rates:	
VI- Functional Vision Assessment- (without academics)	$1,945
VI- Functional Vision Assessment- (with academics)	$2,350

Additional Evaluations and Services/Fees (Fractional unless stated):	
Transition Assessment- preschool or adult transition (Virtual)	$1,300
Transition Assessment- preschool or adult transition (In-Person)	$1,400
Residential Treatment Facility Assessment RTC (plus travel fees)	$2,900
IEP Meeting/ Support/Part 2	$180 (hourly)
Consultation Time - SST/Consult with Staff, Student Consultation/ Observation, etc. (psych, BCBA, SLP, OT, etc.)	$180 (hourly)
All Services In-Person Additional Fee (30 min session minimum)	$50 (per session)
Services No-Show (Virtual - All Services)	15 minutes
Services No-Show (In-Person - All Services)	100%
Provider Hourly Rate	$180 (hourly)

High Profile Comprehensive Evaluation Fee (Psychoeducational, Speech/Language, OT, FBA, ERMHS assessments; additional charge per assessment for high profile cases that require significant additional time and support- i.e. Advocate/ Attorney involvement)	$1,800 (flat fee)
High Profile Focused Evaluation Fee (Academic-Only, AAC, AT, APE, VI, PT, DHH); additional charge per assessment for high profile cases that require significant additional time and support- i.e. Advocate/ Attorney involvement)	$800 (flat fee)
Bilingual Fee (all languages)	$250 (flat fee)
Rush Fees (22-30 days)	$150 (flat fee)
Rush Fees (21 days or less)	$250 (flat fee)
Nursing Rush Fee (For Services Requested within 30 days)	$50
Mileage Fee- Charged at the Federal Mileage Rate	FMR
Out-of-State Travel Fees – Variable (Receipts Provided)	variable

*to include 15 min. prep/ charting time

April 30, 2026

Any questions regarding billing, please reach out to accounting@cornerstoneeducationalsolutions.com

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Specialized Therapy Services, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 2, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and Specialized Therapy Services, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

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

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

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

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

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

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

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

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

9. an intervention that deprives the individual of one or more of the individual's senses.

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

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

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **2nd day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
STS **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Steve Oas E5BEAAA34873445... 09/01/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 09/01/2026 **Signature** **Date**
Steve Oas, President **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Steve Oas **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Specialized Therapy Services **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
4204A Adams Ave **Address**	33272 Valle Road **Address**
San Diego CA 92116 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
619 431 5049 na **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
steve@theoascenter.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Therapy Services, Inc.
The CONTRACTOR CDS NUMBER:

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	135.00	Hour
Adapted Physical Education (425)	160.00	Hour
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)	145.00	Hour
Assistive Technology Services (445)	160.00	Hour
Occupational Therapy (450)	135.00 90.00 (COTA)	Hour
Physical Therapy (460)	171.50	Hour
Individual Counseling (510)	162.25	Hour
Counseling and Guidance (515)	162.25	Hour
Parent Counseling (520)	162.25	Hour
Social Work Services (525)	162.25	Hour
Psychological Services (530)	162.25	Hour
Behavior Intervention Services (535)	151.00 75.00 (BID/BII)	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	151.00	Hour

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Interpreter Services (715)	75.00 135.00(ASL)	Hour/2 hour min
Audiological Services (720)	208.00	Hour
Specialized Vision Services (725)	210.00	Hour
Orientation and Mobility (730)	200.00	Hour
Specialized Orthopedic Services (740)	200.00	Hour
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	Provider's Hourly Rate	

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial SO

Initial ____

Additional Terms Regarding Early Start Dates
September 2, 2026 and September 3, 2026 are approved early start dates for the 2026-27 SY. These two days will be used for CalOPS training, scheduling, and introductory calls to families. These two days have been approved for up to 8 hours per provider per day at $25.00 per hour and should be invoiced separately.

Initial SO

Initial ____

Additional Terms Regarding Invoices and Payment
Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial SO

Initial ____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial SO

Initial ____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial SO

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial SO

Initial _____

Additional Terms

No Show/Late Cancellation Policy: No Show/ Late Cancellation of less than 24 hours' will be billable at the providers hourly rate. Cancellations with more than 24 hours' notice is non-billable.

Travel: Mileage will be paid at the agreed upon standard IRS rate for distances greater than 20-minutes from provider origination with prior approval from LEA.

Psychoeducational Assessment with academics	$2,150.00 flat rate
Psychoeducational Assessment with academics (Bilingual)	$2,400.00 flat rate
ERMHS Assessment	$1,750.00 flat rate
ERMHS Assessment (Bilingual)	$1,950.00 flat rate

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone ( ) _____ (
_____ (Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

TTC4Success (Tasha's Training & Consulting, LLC)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 2, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

TTC4Success (Tasha's Training & Consulting, LLC)

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

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

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

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

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

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

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

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

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

9. an intervention that deprives the individual of one or more of the individual's senses.

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

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

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

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **2nd day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
TTC4SUCCESS **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Tasha Arneson EF6F9E09260040F... 08/31/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7D80748C6400... 08/31/2026 **Signature** **Date**
Tasha Arneson, CEO **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Tasha Arneson, CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
TTC4SUCCESS **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
3615 WATERSIDE WAY **Address**	33272 Valle Road **Address**
Louisville TN 37777 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
951-775-4292 951-379-7900 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
tasha@ttc4success.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TTC4Success (Tasha's Training & Consulting, LLC)
The CONTRACTOR CDS NUMBER:

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

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$2.61	Minute
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)	$2.61	Minute
Counseling and Guidance (515)	$2.61	Minute
Parent Counseling (520)	$2.61	Minute
Social Work Services (525)	$2.61	Minute
Psychological Services (530)	$2.61	Minute
Behavior Intervention Services (535)	$2.61	Minute
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Powered by BoardOnTrack

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
ERMHS Assessments/FBA	$3,806.19	Flat Rate
Psychological Evaluations	$6,500.00	Flat Rate

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial
Initial

Additional Terms Regarding Early Start Dates
September 2, 2026 and September 3, 2026 are approved early start dates for the 2026-27 SY. These two days will be used for CalOPS training, scheduling, and introductory calls to families. These two days have been approved for up to 8 hours per provider per day at $25.00 per hour and should be invoiced separately.

Initial
Initial

Additional Terms Regarding Invoices and Payment
Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial
Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial
Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial: Initial

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial: Initial

Additional Terms

No Show/Late Cancellation Policy: If a student is a no-show or arrives more than 2 minutes late to a scheduled session, the full session rate will still be charged. Cancellations with more than 24 hours' notice are non-billable.

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA **CALIFORNIA ONLINE PUBLIC SCHOOLS:**
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Behavioral Autism Therapies (B.A.T.)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Behavioral Autism Therapies (B.A.T.)

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

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

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
BEHAVIORAL AUTISM THERAPIES **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: MIA HUMPHREYS 08/13/2026 24E3094B0F644AD... **Signature** **Date**	**By:** Signed by: Mackenzie Duran 08/13/2026 5CE7080748C6400... **Signature** **Date**
MIA HUMPHREYS, ADMINISTRATIVE DIRECTOR **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
MIA hUMPHREYS, ADMINISTRATIVE DIRECTOR **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
BEHAVIORAL AUTISM THERAPIES LLC **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
2930 INLAND EMPIRE BVD. STE 101 **Address**	33272 Valle Road **Address**
ONTARIO CA 91764 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
9094835000 9094835044 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
MIA@BEHAVIORALAUTISMTHERAPIES.COM **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Behavioral Autism Therapies (B.A.T.)
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$60 - Direct Service $90 - Supervision	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

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Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	$90	Hour
Consultation with BCBA	$90	Hour

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial

Initial_____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial

Initial_____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial

Initial_____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial

Initial _____

Additional Terms

No Show/Late Cancellation Policy: Same-day cancellation will be billed at $60 per hour, with a minimum charge of 2 billable hours and a maximum cap of 4 hours.

Behavioral Autism Therapies (B.A.T.)
"Making a Difference in the Community, One Family at a Time"
2930 E. Inland Empire Blvd. Ste. 101
Ontario, CA 91764

School District-Fee Schedule 2026-2027 School Year

SERVICE PROVIDED	COST PER HOUR	APPROXIMATE NUMBER OF HOURS
Psychological Diagnostic Testing/Evaluation- PDE (This testing determines if a child meets the criteria of the Autism Spectrum Disorder diagnosis)	$125 per hour	6
Functional Behavioral Assessment-FBA Designing a behavioral support plan with recommended ABA strategies to be implemented, along with the treatment plan required for direct service and supervision hours per month)	$90 per hour	12
Direct Service (Implementation of Behavioral Intervention/ABA Therapy according to the treatment plan outlined in the FBA, Behavioral Support in classroom/school setting)	$60 per hour	As outlined on the IEP
Supervision of Direct Services by Master's Level ABA Certified Lead Therapist (Overseeing and maintaining the ABA program being implemented)	$80 per hour	As outlined in the IEP or ISA (recommended to be 5 to 1 ratio with Direct Service)
Supervision of Direct Services by Board Certified Behavior Analyst (Designing, overseeing and maintaining the ABA program being implemented)	$90 per hour	As outlined in IEP or ISA (recommended to be 5 to 1 ratio with Direct Service)
Consultations (One-on-one or in a group setting)	$90 per hour	As needed
Behavior Intervention Services Coordinating with school district ABA Specialists, teachers and other school staff to oversee the student's program, to ensure that IEP goals are being met	$85 per hour	As outlined in IEP or ISA
Attendance at IEP Meetings	$90 per hour	As needed
Parent Same Day Cancellation (Aide reporting to school site-2-4 billable hours)	$60 per hour	2-4 Hours (according to reporting pay schedule)
Transportation Cost Reimbursement (i.e. Aide has to get transportation from school site back to student home)	varies	Upon written approval by school district
Approved Overtime if schedule is between 8-10 hours (1.5 x hourly rate, as required by law for direct service only)	$90 per hour	Upon written approval by school district

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Dr Dunn EduTech Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 2, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

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(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **2nd day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

Dr Kelly Dunn
Nonpublic School/Agency

By: Signed by: 31FE388EFB434A9... 08/13/2026
Signature **Date**

08/10/2026
Name and Title of Authorized Representative

LEA

California Online Public Schools
LEA Name

By: Signed by: 5CE7080748C6400... 08/13/2026
Signature **Date**

Mackenzie Duran, Director of Student Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Kelly Dunn **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Dr Kelly Dunn, Dr Dunn EduTech Solutions **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
ATS **Address**	33272 Valle Road **Address**
658 Cypress Hills Dr, I I **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
Ca, 92024 Encinitas **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
7605001038 **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Dr Dunn EduTech Solutions
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	150.00	HOUR
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	150.00	HOUR
Assistive Technology Assessment	1,200.00	Flat Rate

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial

Additional Terms Regarding Early Start Dates
September 2, 2026 and September 3, 2026 are approved early start dates for the 2026-27 SY. These two days will be used for CalOPS training, scheduling, and introductory calls to families. These two days have been approved for up to 8 hours per provider per day at $25.00 per hour and should be invoiced separately.

Initial

Additional Terms Regarding Invoices and Payment
Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial

Initial_____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial

Initial_____

Additional Terms

No Show: A no-show occurs when a student does not attend a scheduled appointment or service and no advance notice is provided to Dr. Dunn EduTech Solutions. If a student has not arrived within 15 minutes of the scheduled appointment time, the session will be considered a no-show, the appointment will end, and a no-show fee equal to 25% of the scheduled hourly service rate ($37.50) will be charged.

Travel: *Mileage reimbursement, if applicable, shall be billed at the then-current IRS standard mileage rate for any location located more than one (1) hour's driving distance from the assigned evaluator/provider's residence.



Dr Dunn EduTech Solutions
ASSISTIVE TECHNOLOGY SUPPORT

School Year 2026-27
Rate Sheet

Service	Fee
Assistive technology assessment	$1200 per evaluation
Assistive technology consult	$150 an hour
Assistive technology trainings	$150 an hour
Assistive technology services	$150 an hour
Parent training	$150 an hour
Staff Professional Development Training	$300 an hour
IEP attendance	$150 an hour
Travel fee	IRS Rate

*Mileage reimbursement, if applicable, shall be billed at the then-current IRS standard mileage rate for any location located more than one (1) hour's driving distance from the assigned evaluator/provider's residence.

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

El Paseo Children's Center Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 2, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and El Paseo Children's Center Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **2nd day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

El Paseo Children's Center
Nonpublic School/Agency

By: Signed by: Brent Cooper 702C6223BAEC4D2... 08/12/2026
Signature **Date**

Brent Cooper, CEOCEO
Name and Title of Authorized Representative

LEA

California Online Public Schools
LEA Name

By: Signed by: Mackenzie Duran 5CE7D80748C6400... 08/13/2026
Signature **Date**

Mackenzie Duran, Director of Student Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Brent Cooper, CEO	Mackenzie Duran, Director of Student Services
Name and Title	**Name and Title**
El Paseo Children's Center	California Online Public Schools
Nonpublic School/Agency/Related Service Provider	**LEA**
74075 El Paseo Drive Suite A2B	33272 Valle Road
Address	**Address**
Palm Desert CA 92260	San Juan Capistrano CA 92675
City **State** **Zip**	**City** **State** **Zip**
760-342-4900 760-342-0499	(949) 873-4312 (949) 240-7895
Phone **Fax**	**Phone** **Fax**
b.cooper@elpaseostaffing.com	mduran@californiaops.org
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: El Paseo Children's Center Inc.
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$94.64	Hour
Language and Speech (415)	$115 Individual $85 Group	Hour Hour/ Per ST
Adapted Physical Education (425)	$115	Hour
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)	$115	Hour
Assistive Technology Services (445)	$120	Hour
Occupational Therapy (450)	$115	Hour
Physical Therapy (460)	$115	Hour
Individual Counseling (510)	$104.93	Hour
Counseling and Guidance (515)	$98	Hour/Per ST
Parent Counseling (520)	$120	Hour
Social Work Services (525)		
Psychological Services (530)	$120	Hour
Behavior Intervention Services (535)	$115	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	$115	Hour

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Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)	$115	Hour
Orientation and Mobility (730)	$115	Hour
Specialized Orthopedic Services (740)	$115	Hour
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	$104.93	Hour

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial BC

Initial

Additional Terms Regarding Early Start Dates
September 2, 2026 and September 3, 2026 are approved early start dates for the 2026-27 SY. These two days will be used for CalOPS training, scheduling, and introductory calls to families. These two days have been approved for up to 8 hours per provider per day at $25.00 per hour and should be invoiced separately.

Initial BC

Initial

Additional Terms Regarding Invoices and Payment
Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial BC

Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial BC

Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial BC

Initial

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial BC

Initial

Additional Terms

No Show Policy: (Plus mileage if applicable)

- No Show/ Late Cancellation of less than 24 hours' will be billable at half of the service rate or IEP rate

Cancellations with more than 24 hours' notice is non-billable

- Assessment No Show $92.58 flat rate

Travel: Current IRS Mileage Rates

- In-person services include travel time at the identified service rate in addition to travel mileage based on the current IRS rates.

Psychoeducational Assessment	$1,950.00 flat rate
Nurse Assessment Plus mileage	$720.09 flat rate
Modified Psychoeducational Assessment/EROR (Enhanced Review of Record)	$1,250.00 flat rate
Record Review	$750.00 flat rate
ERMHS (Educationally Related Mental Health Services) Assessment	$1,950.00 flat rate
FBA (Functional Behavioral Assessment)	$1,950.00 flat rate
AT (Assistive Technology) Assessment	$1,825.00 flat rate
AAC (Assessment Augmentative and Alternative Communication) Assessment	$1,825.00 flat rate
Manifestation Determination	$750.00 flat rate
Administrative Psychological Services	$120.00 per hour
Additional Psychoeducational Assessments (when requested and approved by the IEP team)	$771.53 flat rate
SCIA (Special Circumstances Instructional Assistance) evaluations	$2,350.00 flat rate
Emergency Health Care Plan	$200 flat rate

- Specialized Deaf and Hard of Hearing Services (710): Auditory Services Therapy by LSLS/AVT (Listening and Spoken Language Specialist/Auditory-Verbal Therapist) Diana Cadigan, DHH Specialist, $175.00 per hour

- The following evaluations shall be billed at the applicable service provider's hourly rate as listed in EXHIBIT A: 2026-2027 RATES: Orthopedic Impairment, Orientation and Mobility, Functional Vision, Deaf and Hard of Hearing, Physical Therapy, Occupational Therapy, Adapted Physical Education, and Language and Speech.

- *Services delivered that are less than 60 minutes will be billed the full hourly rate.*

EL PASEO STAFFING

74-075 El Paseo Drive, Suite A2B, Palm Desert, CA 92260 PHONE: 760-342-4900 www.elpaseostaffing.com

California Online Public Schools Rate Sheet
2026-2027 School Year

Service	Rate	Rate Type
Intensive Individual Services (340)	$94.64	per hour
Language and Speech (Individual) (415)	$115	per hour
Language and Speech (Group) (415)	$85	per hour/per student
Adapted Physical Education (425)	$115	per hour
Health and Nursing: Other Services (435)	$115	per hour
Assistive Technology Services (445)	$120	per hour
Occupational Therapy (450)	$115	per hour
Physical Therapy (460)	$115	per hour
Individual Counseling (510)	$104.93	per hour
Counseling and Guidance (Group/Individual) (515)	$98	per hour/per student
Parent Counseling (520)	$120	per hour
Psychological Services (530)	$120	per hour
Behavior Intervention Services (535)	$115	per hour
Specialized Deaf and Hard of Hearing (710)	$115	per hour
Specialized Vision Services (725)	$115	per hour
Orientation and Mobility (730)	$115	per hour
Specialized Orthopedic Services (740)	$115	per hour
Psychoeducational Assessment (900)	$1.950	flat fee
Social Emotional/ERMHS Assessment (900)	$1,950	flat fee
Additional Assessment (900)	$771.53	flat fee
Record Review (900)	$750	flat fee
Enhanced ROR	$1,250	flat fee

SCIA (Special Circumstances Instructional Assistance) Evaluation (900)	**$2,350**	**flat fee**
FBA (Functional Behavioral Assessment) (900)	**$1,950**	**flat fee**

AT (Assistive Technology) Assessment (900)	**$1,825**	**flat fee**
AAC (Assessment Augmentative and Alternative Communication Assessment) (900)	**$1,825**	**flat fee**

Additional Notes:

Other (900):

Nurse Assessment Plus mileage $720.09 flat rate
Emergency Health Care Plan $200 flat rate/each
Manifestation Determination $750 flat rate
IEP's & Staffing Meetings $104.93 per hour
Administrative Psychological Services $120 per hour
Additional Assessments (as a result of IEP team) $771.53 flat rate

Specialized Deaf and Hard of Hearing Services (710): Auditory Services Therapy by LSLS/AVT (Listening and Spoken Language Specialist/Auditory-Verbal Therapist) Diana Cadigan, DHH Specialist, $175.00 per hour

No Show

- Rate is half of the service rate or IEP rate
- Assessment No Show $92.58 plus mileage
- IEP's cancelled less than 24 hours is billed at half the IEP rate

Travel: Current IRS Mileage Rates - In-person services include travel time at the identified service rate in addition to travel mileage based on the current IRS rates.

- Services delivered that are less than 60 minutes will be billed the full hourly rate.

Docusign Envelope ID: E7450BCC-5F14-857A-831A-235975B29064 California Online Public Schools (CalOPS) Board Meeting - Agenda - Tuesday September 8, 2026 at 5:00 PM

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

_____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Intercare Therapy, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **July 17, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and Intercare Therapy, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **17th day of July, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Intercare Therapy (NPA) **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: DocuSigned by: Arnon Heller 5ECBD58809064A5... 08/04/2026 **Signature** **Date**	By: Signed by: Mackenzie Duran 5CF7080748C6400... 07/31/2026 **Signature** **Date**
Arnon Heller, CEO **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Arnon Heller, CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Intercare Therapy (NPA) **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
501 Shatto Place, Suite 100 **Address**	33272 Valle Road **Address**
Los Angeles CA 90020 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
(888) 428-3223 1 (323) 866-1881 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
aheller@intercaretherapy.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Intercare Therapy, Inc.
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	71.00 (RBT) 150.00 (BCBA Supervision)	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

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Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) **IEP Meeting Attendance**	150.00	Hour
Other (900)		

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

DS AH

Initial

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

DS AH

Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

DS AH

Initia

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

DS AH

Initial

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

DS AH

Initial

Additional Terms

No Show/Late Cancellation Policy: Less than 24 cancellations will be billed for full time scheduled.

Special Rate Exception (ST ID [redacted]): Behavior Intervention Services (BIS) rendered for the student identified as ST ID [redacted] shall be billed at the following specialized rates:

RBT Services: $150.00 per hour

BCBA Supervision: $300.00 per hour

IEP Meeting Attendance: $300.00 per hour

Intercare Therapy | California Online Public Schools

2026–2027 Rate Schedule

Effective July 1, 2026 – June 30, 2027

Service	Covers	Rate
Paraprofessional / Behavior Interventionist • One-on-One Paraeducator • Behavior Interventionist	• Instructional & behavioral support in and out of classroom • Implementation of IEPs under certificated staff supervision • One-on-one behavioral support per intervention plans • CPI-certified crisis prevention support	**$67** /hr
Registered Behavior Technician (RBT)	• Instructional & behavioral support in and out of classroom • Implementation of IEPs under certificated staff supervision • One-on-one behavioral support per intervention plans (Behavior Assistant/RBT) • CPI-certified crisis prevention support	**$71** /hr
Program Manager	• Functional Behavior Assessments (FBAs)* • Behavior Intervention Plan (BIP) development & monitoring* • Behavior Intervention Design (BID) per student IEPs* • BI & staff consultation/training • Collaboration with IEP teams & district staff **completed under the supervision of a BCBA*	**$140** /hr
Board Certified Behavior Analyst (BCBA)	• Functional Behavior Assessments (FBAs) • Behavior Intervention Plan (BIP) development & monitoring • Behavior Intervention Design (BID) per student IEPs • RBT supervision & staff consultation/training • Collaboration with IEP teams & district staff	**$150** /hr

Intercare Therapy | California Online Public Schools

Ione Student Rate

2026–2027 Rate Schedule

Effective July 1, 2026 – June 30, 2027

Service	Covers	Rate
Paraprofessional / Behavior Interventionist • One-on-One Paraeducator • Behavior Interventionist	• Instructional & behavioral support in and out of classroom • Implementation of IEPs under certificated staff supervision • One-on-one behavioral support per intervention plans • CPI-certified crisis prevention support	**$140** /hr
Registered Behavior Technician (RBT)	• Instructional & behavioral support in and out of classroom • Implementation of IEPs under certificated staff supervision • One-on-one behavioral support per intervention plans (Behavior Assistant/RBT) • CPI-certified crisis prevention support	**$150** /hr
Program Manager	• Functional Behavior Assessments (FBAs)* • Behavior Intervention Plan (BIP) development & monitoring* • Behavior Intervention Design (BID) per student IEPs* • BI & staff consultation/training • Collaboration with IEP teams & district staff **completed under the supervision of a BCBA*	**$280** /hr
Board Certified Behavior Analyst (BCBA)	• Functional Behavior Assessments (FBAs) • Behavior Intervention Plan (BIP) development & monitoring • Behavior Intervention Design (BID) per student IEPs • RBT supervision & staff consultation/training • Collaboration with IEP teams & district staff	**$300** /hr

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (_____
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA **CALIFORNIA ONLINE PUBLIC SCHOOLS:**
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Milestones Therapy Group, A Professional Speech-Language Pathology Corporation

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 2, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and
Milestones Therapy Group, A Professional Speech-Language Pathology Corporation
(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **2nd day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Milestones Therapy Group, A Prof. SLP Corp.	California Online Public Schools
Nonpublic School/Agency	**LEA Name**
By: Signed by: Breanna Blumer EC2615D399E9411... 08/07/2026	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 08/06/2026
Signature **Date**	**Signature** **Date**
Breanna Blumer, Owner/Clinical Director	Mackenzie Duran, Director of Student Services
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:**
Breanna Blumer, Owner/Clinical Director	Mackenzie Duran, Director of Student Services
Name and Title	**Name and Title**
Milestones Therapy Group, A Prof. SLP Corp.	California Online Public Schools
Nonpublic School/Agency/Related Service Provider	**LEA**
1968 S. Coast Hwy. Suite 370	33272 Valle Road
Address	**Address**
Laguna Beach CA 92651	San Juan Capistrano CA 92675
City **State** **Zip**	**City** **State** **Zip**
9492292021 n/a	(949) 873-4312 (949) 240-7895
Phone **Fax**	**Phone** **Fax**
blumer@milestonestherapygroup.com	mduran@californiaops.org
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Milestones Therapy Group, A Professional Speech-Language Pathology Corporation
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415) **Individual/Group**	116.07/ 87.16	Hour Individual/ Group Per ST
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	133.39	Hour
Occupational Therapy (450)	116.07	Hour
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	161.28	Hour (1 hour min)
Speech / AT / OT Evaluations	161.28	Hour (max of 7 hours)

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial BB

Initial ____

Additional Terms Regarding Early Start Dates
September 2, 2026 and September 3, 2026 are approved early start dates for the 2026-27 SY. These two days will be used for CalOPS training, scheduling, and introductory calls to families. These two days have been approved for up to 8 hours per provider per day at $25.00 per hour and should be invoiced separately.

Initial BB

Initial ____

Additional Terms Regarding Invoices and Payment
Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial BB

Initial ____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial BB

Initial ____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial BB

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial BB

Initial _____

Additional Terms

Late Cancellation Policy for Ongoing Services: Appointments canceled with less than twenty-four (24) hours' notice will be billed at the provider's hourly rate.

Student No-Shows for Evaluations: If a student fails to attend a scheduled evaluation testing session, no fees will be charged to CalOPS. The evaluator will contact the student directly to reschedule the session.

Progress Reports completed at the end of each semester are billable at $26.68 per report.

Late Cancellation for IEP Meetings: IEP meetings that are canceled with less than twenty-four (24) hours' notice, or that do not proceed due to a Parent/Guardian No-Show, shall be billed at the full scheduled duration of the meeting, subject to a one (1) hour minimum charge.

Milestones Therapy Group, A Professional Speech-Language Pathology Corporation
NPA Contractor Name

2026-27
Contract Year

NPA Contact Information:
blumer@milestonestherapygroup.com
949-229-2021
www.milestonestherapygroup.com

Special education and/or related services offered by CONTRACTOR, and the charges for such education and/or related services during the term of this contract shall be as follows.

SERVICE	DELIVERED BY	CODE		RATE	INCREMENT
Language and Speech Therapy - Group	Licensed SLP, or Licensed SLPA supervised by a Licensed SLP	415	- Group speech-language therapy sessions delivered in accordance with student's IEP, via teletherapy - No-shows: Rate is paid in full for sessions scheduled and made available by the therapist, following the student's IEP, including sessions where student no-shows or cancels with less than 24 hours notice - Rate is charged per student per hour	**$87.16**	**per hour**
Language and Speech Therapy - Individual	Licensed SLP, or Licensed SLPA supervised by a Licensed SLP	415	- Individual speech-language therapy sessions delivered in accordance with student's IEP, via teletherapy - No-shows: Rate is paid in full for sessions scheduled and made available by the therapist, following the student's IEP, including sessions where student no-shows or cancels with less than 24 hours notice	**$116.07**	**per hour**
SLP supervision of Milestones SLPAs	Licensed SLP	n/a	- A licensed SLP will provide clinical supervision of all services offered by a SLPA, in accordance with CA state licensing board regulations	**$0.00**	**--**
Language and Speech (Evaluation)	Licensed SLP	900	- Initial or Triennial evaluations conducted by a licensed SLP via teletherapy - Billed to a maximum of 7 hours per evaluation to include testing, observation, interview, record review, evaluation report writing, and IEP preparation - No-shows: Nothing will be charged to CalOPS if student no-shows a scheduled testing session. Evaluator will reschedule.	**$161.28**	**per hour**
Occupational Therapy - Group	Licensed OT	450	- Group occupational therapy sessions delivered in accordance with student's IEP, via teletherapy - No-shows: Rate is paid in full for sessions scheduled and made available by the therapist, following the student's IEP, including sessions where student no-shows or cancels with less than 24 hours notice - Rate is charged per student per hour	**$87.16**	**per hour**
Occupational Therapy - Individual	Licensed OT	450	- Individual occupational therapy sessions delivered in accordance with student's IEP, via teletherapy - No-shows: Rate is paid in full for sessions scheduled and made available by the therapist, following the student's IEP, including sessions where student no-shows or cancels with less than 24 hours notice	**$116.07**	**per hour**
Occupational Therapy (Evaluation)	Licensed OT	900	- Initial or Triennial evaluations conducted by a licensed OT via teletherapy - Billed to a maximum of 7 hours per evaluation to include testing, observation, interview, record review, evaluation report writing, and IEP preparation - No-shows: Nothing will be charged to CalOPS if student no-shows a scheduled testing session. Evaluator will reschedule.	**$161.28**	**per hour**
Assistive Technology (Service)	Assistive technology professional	445	- Assistive technology services delivered in accordance with student's IEP, via teletherapy - No-shows: Rate is paid in full for sessions scheduled and made available by the provider, following the student's IEP, including sessions where student no-shows or cancels with less than 24 hours notice	**$133.39**	**per hour**
Assistive Technology (Evaluation)	Assistive technology professional	900	- Assistive technology evaluation delivered via teletherapy - Billed to a maximum of 7 hours per evaluation, to include testing, observation, interview, record review, evaluation report writing, IEP preparation and device trials, if warranted - No-shows: Nothing will be charged to CalOPS if student no-shows a scheduled testing session. Evaluator will reschedule.	**$161.28**	**per hour**
IEP Meeting Attendance	Licensed SLP, OT or Assistive Technology Professional	900	- Billed for duration of scheduled meeting or actual meeting run-time, whichever is longer - 1 hour minimum per IEP meeting - No-shows: Rate is paid in full for IEPs when family no-shows or cancels with less than 24 hours notice	**$161.28**	**per hour**
Progress Reports	Licensed SLP, OT or Assistive Technology Professional	900	- Provided per CalOPS schedule for progress reporting	**$26.68**	**per progress report**

Contractors Signature

8/6/2026
Date

Signee Name: Breanna K. Blumer

Signee Title: Owner and Clinical Director

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NJA Therapy Services, INC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

NJA Therapy Services, INC.

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
NJA Therapy Services Inc **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: 63A6347FC6974C4... 08/07/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7D80748C6400... 08/06/2026 **Signature** **Date**
8/7/26 **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
NJA Therapy **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Naomi Achondo, CEO **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
NJA Therapy **Address**	33272 Valle Road **Address**
310 N Indian Hill Blvd 413 Claremont, CA 91711 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
909-575-8078 888-856-3880 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
Njatherapy01@gmail.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: NJA Therapy Services, INC.
The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	200 (In-home) 130 (Virtual)	Per Session
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	95	Per Session
Occupational Therapy (450)	200 (In-home) 130 (Virtual)	Per Session
Physical Therapy (460)	200 (In-home) 130 (Virtual)	Per Session
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) **IEP Meeting Attendance**	95	Hour (1 hr min)
Other (900) **OT / SL / PT / AAC Assessments** *(Inclusive of up to 2 hours of IEP meeting attendance)*	1500	Flat Rate

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial

Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial

Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial

Initial____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial

Initial____

Additional Terms

No Show/Late Cancellation Policy: CalOPS will pay Contractor for No Show, Same Day Cancellations based on the rate sheet provided at 105.00 per session for in-home services and 95.00 for virtual or center-based services.

THERAPY SERVICES, INC.
Redefining Child's Independence

310 N. Indian Hill Blvd 413
Claremont, CA 91711
P: 909.575.8078/ F: 888.856.3880

NJA Therapy CENTER

3629 Lynoak Dr
Pomona, CA 91767

ASSESSMENT RATE

**Inclusive of materials, observation, test administration, scoring, report writing
2 hours of IEP Attendance (MAX)

Occupational Therapy (OT) OT SIPT Evaluation	$1500 $2500
Speech Language	$1500
Physical Therapy (PT)	$1500
Assistive Technology	$1500

SESSION RATE

Virtual or CENTER Based

OT	**$130/SESSION**
Speech Language	**$130/SESSION**
PT VIRTUAL ONLY	**$130/SESSION**
AT service/ Consult	**$95 per session**
IEP Attendance billed 1 hr minimum	**$95/HR**
LATE CANCELLATION/NO SHOW (same day cancellation)	**$95**

**** In HOME (within 15 miles range of our center) $200 per session (max 50 minutes); $105 for no show/ same day cancellation**

***Soon to open Fresno/Clovis center

**Form Updated 5/18/26

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: NJA Therapy Services Inc
The CONTRACTOR CDS NUMBER: 9904037

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	1500 per eval	
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	1500 per eval	
Occupational Therapy (450)	1500 per eval; 2500 SIPT eval; 130 per session; 200 per session	
Physical Therapy (460)	1500 per eval	
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)	IEP Attendance $95/hr minimum 1hr billable	
Other (900)	No SHOW/ Late Cancel $95	

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Oxford Consulting Services, INC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **August 24, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and Oxford Consulting Services, INC. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **24th day of August, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Oxford Consulting Services, Inc.	California Online Public Schools
Nonpublic School/Agency	**LEA Name**
By: Signed by: Christina Russi C79AA65C2D84420... 08/24/2026	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 08/13/2026
Signature **Date**	**Signature** **Date**
Christina Russi, Director Clinical Operations and Growth	Mackenzie Duran, Director of Student Services
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:**
Christina Russi, Director Clinical Operations and Growth	Mackenzie Duran, Director of Student Services
Name and Title	**Name and Title**
Oxford Consulting Services, Inc.	California Online Public Schools
Nonpublic School/Agency/Related Service Provider	**LEA**
28202 Cabot Rd. Suite 300	33272 Valle Road
Address	**Address**
Laguna Niguel Ca 92677	San Juan Capistrano CA 92675
City **State** **Zip**	**City** **State** **Zip**
949-596-9125 949-596-9125	(949) 873-4312 (949) 240-7895
Phone **Fax**	**Phone** **Fax**
crussi@oxfordconsulting.com	mduran@californiaops.org
Email	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Oxford Consulting Services, INC.
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340) **Paraprofessional Educators**	50.00	HOUR
Language and Speech (415)	110.00 - Individual 62.00 - Group	HOUR/Per ST
Adapted Physical Education (425)	115.00	HOUR
Health and Nursing: Specialized Physical Health Care (435)	100.00	HOUR
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	128.00	HOUR
Occupational Therapy (450)	110.00 80.00 (COTA)	HOUR
Physical Therapy (460)	114.00	HOUR
Individual Counseling (510)	114.00	HOUR
Counseling and Guidance (515)	114.00 62.00 - Group	HOUR/Per ST
Parent Counseling (520)	114.00	HOUR
Social Work Services (525)		
Psychological Services (530)	114.00 - Individual 62.00 - Group	HOUR
Behavior Intervention Services (535)	128.00 - BCBA 68.00 - ABA	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	100.00	HOUR

Powered by BoardOnTrack

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900): Translation Services	115.00	HOUR/ 1 hr min
Other (900): ASL Remote Translation	175.00	Hour
IEP Meeting Attendance	Provider's Hourly Rate	

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial CR

Initial

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial CR

Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial CR

Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial CR

Initial_____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial CR

Initial_____

Additional Terms Regarding Early Start Dates

September 2, 2026 and September 3, 2026 are approved early start dates for the 2026-27 SY. These two days will be used for CalOPS training, scheduling, and introductory calls to families. These two days have been approved for up to 8 hours per provider per day at $25.00 per hour and should be invoiced separately.

Initial CR

Initial_____

All contracted classroom instructional aides (paraprofessionals) shall commence services on 8/24/26 and shall follow the teacher workday calendar for the applicable school year. Services shall be provided during the paraprofessional's regularly scheduled work hours and compensated at the applicable hourly rate set forth in Exhibit A.

Initial CR

Initial_____

Additional Terms

No Show/ Late Cancellation of less than 24 hours will be billable at the provider's hourly rate. Cancellations with more than 24 hours'

notice are nonbillable

- Full Psychoeducational Evaluation	$1,450.00 flat rate
- Review of Records (all disciplines)	Provider's Hourly Rate
- FBA Evaluation	$1,450.00 flat rate
- ERMHS Evaluation	$1,450.00 flat rate
- Cognitive Evaluation	$900.00 flat rate
- Speech, Occupational, Physical Therapy Evaluation	$600.00 flat rate
- Assistive Technology Evaluation	$900.00 flat rate
- Health and Nursing Evaluation	$725.00 flat rate
- APE Evaluations	$610.00 flat rate

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,

LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Partners in Special Education, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and Partners in Special Education, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2027 (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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Partners in Special Education, Inc. **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: John C Hall 08/14/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 08/28/2026 **Signature** **Date**
John Hall, Jr President **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Carol Mispagel **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Carol Mispagel, Executive Director **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
Partners in Special Education **Address**	33272 Valle Road **Address**
320 N Halstead Suie110 - **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
Pasadena CA 91107 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
661-965-8459 **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Partners in Special Education
The CONTRACTOR CDS NUMBER: 9900267

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	$135 (Ind) / $90 (Group/per ST)	Hour
Adapted Physical Education (425)	$125	Hour
Health and Nursing: Specialized Physical Health Care (435)	$135	Hour
Health and Nursing: Other Services (436)	$135	Hour
Assistive Technology Services (445)	$150	Hour
Occupational Therapy (450)	$135	Hour
Physical Therapy (460)	$135	Hour
Individual Counseling (510)	$135	Hour
Counseling and Guidance (515)	$135	Hour
Parent Counseling (520)	$135	Hour
Social Work Services (525)	$135	Hour
Psychological Services (530)	$135	Hour
Behavior Intervention Services (535)	$70	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	$150	Hour / 2 hour min

Powered by BoardOnTrack

Interpreter Services (715) **ASL**	$150	Hour
Audiological Services (720)	$150	Hour / 2 hour min
Specialized Vision Services (725)	$150	Hour
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755) **Translation**	$90	Hourly
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	Providers Hourly Rate	

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial Initial

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial

Initial_____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial

Initial_____

Additional Terms

No Show Policy: No Show/ Late Cancellation of less than 24 hours' will be billed for the length of scheduled service

not to exceed 1 hour.

Travel: Provider's Hourly Rate

Partners in Special Education
320 North Halstead Street, Suite 110
Pasadena, CA 91107

PARTNERS IN SPECIAL EDUCATION, INC.
SPECIAL EDUCATION NPA RELATED SERVICES FEE SCHEDULE 26-27

Services to be billed in fifteen (15) minute increments after the initial hour.

No minimum student requirements.

- Absences or No-Shows with less than 24-hour notice will be billed for the length of scheduled service not to exceed 1 hour.
- The provision of Support Services by PSE providers is dependent upon availability as determined by PSE.
- Client approval of any time needed for initial review of records and initiation of services for complex cases, will be confirmed in advance.
- IEP meeting participation, evaluations, progress reports and report writing are billed at the provider's hourly rate.

PSE is authorized to provide the following related services under its NPA Certification from 1/1/2026 through 12/31/2026.

The list of Related Services that PSE is able to provide under this Master Contract shall automatically be expanded or limited to only those NPA services that PSE is authorized by the CDE to provide under its then current NPA Certification.

Services	Hourly Rate
Adapted Physical Education Services	$125.00 per hour
Adapted Physical Education Groups (2-3)	$160.00 per hour
Assistive Technology Services	$150.00 per hour
Audiological Services	$150.00 per hour (2 hour minimum per ISA)
Behavior Intervention Aide	$70.00 per hour
Deaf and Hard of Hearing Services	$150.00 per hour (2 hour minimum per ISA)
Mental Health Clinician Services	$135.00 per hour
Mental Health Clinician Group (2-3)	$180.00 per hour
Occupational Therapy Services	$135.00 per hour
Occupational Therapy Group (2-3)	$180.00 per hour
Physical Therapy Services	$135.00 per hour
School Nursing Services	$135.00 per hour
School Psychology Services	$135.00 per hour
Sign Language Interpreter (ASL)	$150.00 per hour
Speech and Language Services	$135.00 per hour
Speech and Language Group (2-3)	$180.00 per hour
Visual Impairment Specialist	$150.00 per hour
*Travel	*Hourly rate as described above

Any services performed in excess of eight (8) hours in a single day by the same PSE employee will be billed at 1.5 times the applicable hourly rate. To avoid additional charges, a meal break must be provided within the first five (5) hours of any scheduled shift.

Partners in Special Education
320 North Halstead Street, Suite 110
Pasadena, CA 91107

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA **CALIFORNIA ONLINE PUBLIC SCHOOLS:**
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

ACES Clinics Inc

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

ACES Clinics Inc

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
ACES Clinics, Inc **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Jenny Elomaa 4E1AF270056A45F... 08/13/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 08/13/2026 **Signature** **Date**
Jenny Elomaa, coordinator **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Jenny Elomaa, coordinator **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
ACES Clinics, Inc **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
11381 Morning Star Ln **Address**	33272 Valle Road **Address**
Moreno Valley CA 92557 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
951-377-6191 n/A **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
info@acesclinics.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ACES Clinics Inc
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	110/125 (Ind - Virtual/In-person) 80/100 (Group - Virtual/In-person)	HOUR
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	110/125 (Virtual/In-person)	HOUR
Physical Therapy (460)		
Individual Counseling (510)	90/115 (Virtual/In-person)	HOUR
Counseling and Guidance (515)	65/100 (Virtual/In-person)	HOUR
Parent Counseling (520)	125.00	HOUR
Social Work Services (525)		
Psychological Services (530)	110/125 (Virtual/In-person)	HOUR
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)	110/145 (Virtual/In-person)	HOUR
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	115.00	HOUR

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial JE

Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial JE

Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial JE

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial: JE

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial: JE

Additional Terms

No Show/Late Cancellation Policy: No-Shows and less than 24h cancellations will be billed at the

provider's hourly rate.

*Mileage - current IRS rate

Additional Assessment Rates

Review of Records - all disciplines	450 / 750 (Flat Rate)	Virtual / In-person
Academic Testing	450 / 750 (Flat Rate)	Virtual / In-person
Speech and Language	850 / 1450 (Flat Rate)	Virtual / In-person
AT/AAC	1750 (Flat Rate)	Virtual / In-person
Occupational Therapy	850 / 1450 (Flat Rate)	Virtual / In-person
Psychoeducational - with academics	1650 / 1750 (Flat Rate)	Virtual / In-person
Neuropsychoeducational	2750 / 3000 (Flat Rate)	Virtual / In-person
ERMHS	1400 / 1750 (Flat Rate)	Virtual / In-person
FBA	1400 / 1750 (Flat Rate)	Virtual / In-person
SCIA/Aide	1400 / 1750 (Flat Rate)	Virtual / In-person
Visually Impaired	1200 / 1450 (Flat Rate)	Virtual / In-person
Hearing and Vision	350 / 450 (Flat Rate)	Virtual / In-person
Health and Developmental	350 / 450 (Flat Rate)	Virtual / In-person
Hearing and Vision + Health and Developmental	550 (Flat Rate)	
Rush Fee 30 days>	500 (Flat Rate)	
Bilingual Fee (Spanish)	200 (Flat Rate)	

Rev. for 2026-2027

ACES CLINICS
(951) 377-6191
info@acesclinics.com

Non-Public Agency #9904102

Rate Sheet

*rates as shown, *or negotiable*

Service	Period	Virtual	In-Person
Speech Therapy (415) - *Individual*	Hourly	$110	$125
Speech Therapy (415) - *Group*	Hourly per student	$80	$100
Counseling/Mental Health Services (510) - *Individual*	Hourly	$90	$115
Counseling/Mental Health Services (515) - *Group*	Hourly per student	$65	$100
Occupational Therapy (450)	Hourly	$110	$125
Occupational Therapy (450) - *Group*	Hourly per student	$80	$100
Parent Counseling & Training (520)	Hourly	$125	$125
Psychological Services (530)	Hourly	$110	$125
Vision Itinerant Services (725)	Hourly	$110	$145
IEP Meeting - *all disciplines*	Hourly	$115	$125
Assessments			
Review of Records - *all disciplines*	Flat Rate	$450	$750
Academic Testing	Flat Rate	$450	$750
Speech and Language	Flat Rate	$850	$1450
AT/AAC	Flat Rate	$1750	$1750
Occupational Therapy	Flat Rate	$850	$1450
Psychoeducational - *with or without academics*	Flat Rate	$1650	$1750
Neuropsychoeducational	Flat Rate	$2750	$3000
ERMHS	Flat Rate	$1400	$1750
ERMHS Add-On	Flat Rate	$700	$800

FBA	Flat Rate	$1400	$1750
SCIA/Aide	Flat Rate	$1400	$1750
Visually Impaired	Flat Rate	$1200	$1450
Hearing and Vision	Flat Rate	$350	$450
Health and Developmental	Flat Rate	$350	$450
Hearing and Vision + Health and Developmental	Flat Rate	$550	$550
Rush Fee 30 days>	Flat Rate	$500	$500
Bilingual Fee (Spanish)	Flat Rate	$200	$200

**No-Shows and less than 24h cancellations billed at the hourly rate.*
***Mileage - current IRS rate*

Please inquire about staffing rates or additional services - we're here to tailor our support to fit your needs.

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA **CALIFORNIA ONLINE PUBLIC SCHOOLS:**
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

TalkPath Live

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

TalkPath Live

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

TalkPath Live
Nonpublic School/Agency

Signed by:
By: Andrew Pellew 08/19/2026
C44ED6A678374BA...
Signature **Date**

Adrian Pellew CEO
Name and Title of Authorized Representative

LEA

California Online Public Schools
LEA Name

Signed by:
By: Mackenzie Duran 08/19/2026
5CF7080748C6400...
Signature **Date**

Mackenzie Duran, Director of Student Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Adrian Pellew **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
TalkPath Live **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
PO Box 1753 **Address**	33272 Valle Road **Address**
Voorhees NJ 08043 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
609-580-9392 856-624-3625 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
apellew@talkpathlive.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification (Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TalkPath Live
The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	94.00 84.00 / 79.00	Hour - Individual Hour/per ST (Group of 2)/ per ST (Group of 3)
Adapted Physical Education (425)	103.00	Hour
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	94.00	Hour
Occupational Therapy (450)	103.00	Hour
Physical Therapy (460)	103.00	Hour
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)	94.00	Hour
Psychological Services (530)	126.00	Hour
Behavior Intervention Services (535)	119.00	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)	150.00	Hour
Specialized Vision Services (725)	94.00	Hour
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)	103.00	Hour
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	Provider's Hourly Rate	

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial AP

Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial AP

Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial AP

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial AP

Initial____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial AP

Initial____

Additional Terms

No Show/ Late Cancellation of less than 4 hours will be billable at the providers hourly rate. Cancellations with more than 4 hours notice is non-billable.

Recreation Services - Assessment	$103.00 Hourly
OT/PT Assessments	$455.00 flat rate
OT/PT Review of Records	$315.00 flat rate
Speech and Language Assessment	$430.00 flat rate
Speech and Language Review of Records	$300 flat rate
Adapted PE Assessment	$103.00 Hourly
Psychoeducationl Assessment	$1,550.00 flat rate
Psychoeducationl Review of Records	$560.00 flat rate
AAC Evaluation	$570.00 flat rate (up to 6 hrs; additional billed hourly)

Progress Reports: Completion of each Progress Report (PR) at the end of each of semester shall be compensable at the applicable hourly rate set forth in Exhibit A. Billable time for PR completion shall not exceed one-quarter (0.25) hour, or fifteen (15) minutes, per Agency provider assigned to the student, for each PR.

TalkPath Live

Service Menu & Rate Schedule | 2026–2027

Service	Rate per Hour	Rate per Student/Hr	Flat Fee
Speech-Language Services			
Speech-Language Therapy: Individual	$94.00		
Speech-Language Therapy: Group of 2		$84.00	
Speech-Language Therapy: Group of 3		$79.00	
Speech-Language Therapy — Bilingual: Individual	$100.00		
Speech-Language Therapy — Bilingual: Group of 2		$90.00	
Speech-Language Therapy — Case Management	$94.00		
Speech-Language Therapy — Meeting Attendance	$94.00		
Speech-Language Assessment			$430.00
Speech-Language Assessment — Bilingual			$580.00
Speech-Language Screening	$94.00		
Speech-Language Screening — Bilingual	$100.00		
Speech-Language Review of Records			$300.00
Speech-Language Progress Report Writing	$94.00		
Dyslexia Services			
Dyslexia Services: Individual	$94.00		
Dyslexia Services: Group of 2		$84.00	
Dyslexia Services: Group of 3 or More		$79.00	
Dyslexia Services — Bilingual	$100.00		
Dyslexia Services — Bilingual: Group of 2		$90.00	
Mental Health / Social Work Services			
Mental Health/Social Work: Individual	$94.00		
Mental Health/Social Work: Group of 2		$84.00	
Mental Health/Social Work: Group of 3		$79.00	
Mental Health/Social Work — Bilingual: Individual	$100.00		
Mental Health/Social Work — Bilingual: Group of 2		$90.00	
Mental Health/Social Work — Meeting Attendance	$94.00		
Mental Health/Social Work — Assessment			$430.00
Mental Health/Social Work — Assessment — Bilingual			$580.00
Mental Health/Social Work — Screening	$94.00		
Mental Health/Social Work — Screening — Bilingual	$100.00		
Mental Health/Social Work — Review of Records			$300.00
Mental Health/Social Work — Progress Report Writing	$94.00		
Board Certified Behavior Analyst (BCBA)	$119.00		
Behavior Intervention Plan Implementation	$119.00		
BID / Functional Behavioral Analysis (FBA)	$119.00		

Occupational & Physical Therapy / Adapted PE / Recreation Therapy

OT/PT: Individual	$103.00		
OT/PT: Group of 2		$93.00	
OT/PT: Group of 3		$88.00	
OT/PT — Bilingual: Individual	$109.00		
OT/PT — Bilingual: Group of 2		$99.00	
OT/PT — Meeting Attendance	$103.00		
OT/PT Assessment			$455.00
OT/PT Assessment — Bilingual			$580.00
OT/PT Screening	$103.00		
OT/PT Screening — Bilingual	$109.00		
OT/PT Review of Records			$315.00
OT/PT Progress Report Writing	$103.00		
Adapted PE: Individual	$103.00		
Adapted PE: Group of 2		$93.00	
Adapted PE: Group of 3		$88.00	
Adapted PE — Review of Records	$103.00		
Adapted PE — Progress Report Writing	$103.00		
Adapted PE — Meeting Attendance	$103.00		
Adapted PE — Assessment	$103.00		

Psychological Services

School Psychologist	$126.00		
School Psychologist — Bilingual	$136.00		
Psychoeducational Assessment			$1,550.00
Psychoeducational Assessment — Bilingual			$1,750.00
Psychoeducational Review of Records			$560.00
Psychoeducational Review of Records — Bilingual			$670.00
School Psychology — Progress Report Writing	$126.00		
Academic Assessment			$370.00
Academic Assessment — Bilingual			$545.00
Educational Diagnostician	$106.00		
Educational Diagnostician — Psychoed Evaluation			$1,100.00
Educational Diagnostician — Bilingual	$112.00		
Educational Diagnostician — Psychoed Evaluation — Bilingual			$1,290.00
Educational Diagnostician — Review of Records			$515.00
Educational Diagnostician — Review of Records — Bilingual			$620.00

Additional Services

Audiology Service	$150.00		
Visual Impairment Services	$94.00		
AAC Evaluation (up to 6 hrs; additional billed hourly)	$94.00		$570.00
AAC Evaluation — Bilingual (up to 6 hrs; additional billed hourly)	$100.00		$650.00
Assistive Technology Services	$94.00		

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

TeleSesh

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

TeleSesh

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
TeleSesh **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Melissa Miller-Ramirez B81FF131042549B... 08/06/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7D80748C6400... 08/06/2026 **Signature** **Date**
Melissa Ramirez, CEO **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Melissa Ramirez, CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
TeleSesh **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
25350 Magic Mountain Parkway STE 300 **Address**	33272 Valle Road **Address**
Valencia CA 91355 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
3107954820 NA **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
melissa@telesesh.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TeleSesh
The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415) **Individual/Group**	110 / 100	Individual/Group Per ST - Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	110	Hour
Physical Therapy (460)		
Individual Counseling (510)	95	Hour
Counseling and Guidance (515)	85	Hour
Parent Counseling (520)	95	Hour
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	110 95	Speech/OT (Hour) Counseling (Hour)
Speech / OT Evaluations	600	Flat Rate
Review of Records	300	Flat Rate

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial
Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial
Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial
Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial MM

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial MM

Initial _____

Additional Terms

Student No-Shows or Late Arrivals: If a student is a no-show or arrives more than 10 minutes late to a scheduled session, the full session rate will still be charged.

Late Cancellation: Appointments canceled with less than twenty-four (24) hours' notice will be billed at the provider's hourly rate.

Therapist Absences: If a TeleSesh therapist is unable to attend a scheduled session for any reason, the session will be rescheduled and made up within 5 business days.

Rate Sheet – Communicology, Inc. DBA TeleSesh

Agency/School Name: TeleSesh
First Name of Signee: Melissa
Last Name of Signee: Ramirez
Official Title of Signee: CEO
Mailing Address: 25350 Magic Mountain Parkway STE 300, Valencia, CA 91355
Phone: 877-532-5477
Email: connect@telesesh.com
Website: www.telesesh.com
Service Delivery: Virtual

Service (by service) part-time	Rate
Speech Therapy	
Individual	$110 Hourly
Group	$100 (per student) Hourly
Evaluation	$600 (flat fee)
Review of Records	$300 (flat fee)
IEP Meeting	$110 Hourly
Occupational Therapy	
Individual	$110 Hourly
Group	$100 (per student) Hourly
Evaluation	$600 (flat fee)
Review of Records	$300 (flat fee)
IEP Meeting	$110 Hourly
School Counseling	
Individual	$95 Hourly
Group	$85 Hourly
IEP Meeting	$95 Hourly
Parent Counseling	
Individual	$95 Hourly
Group	$85 Hourly
IEP Meeting	$95 Hourly

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Total Education Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Total Education Solutions

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Total Education Solutions **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: DocuSigned by: Dana Rivera 138D49DEF476445... 08/14/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 08/14/2026 **Signature** **Date**
Dana Rivera, Contracts Administrator **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Dana Rivera, Contracts Administrator **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Total Education Solutions **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
99 Pasadena Avenue, Suite 10C **Address**	33272 Valle Road **Address**
South Pasadena CA 91030 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
323-240-3437 n/a **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
drivera@tesidea.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Total Education Solutions
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	SLP - $144/hr; SLPA - $110/hr	
Adapted Physical Education (425)	$140/hr	
Health and Nursing: Specialized Physical Health Care (435)	$156/hr	
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	$140/hr	
Occupational Therapy (450)	$136/hr	
Physical Therapy (460)	$154/hr	
Individual Counseling (510)		
Counseling and Guidance (515)	$118/hr	
Parent Counseling (520)	$146/hr	
Social Work Services (525)		
Psychological Services (530)	$146/hr	
Behavior Intervention Services (535)	BCBA - $135/hr; BID - $98/hr; BII - $62/hr	
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

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Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	Provider's Hourly Rate	
Travel	IRS Rate	

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

DS DR

Initial

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

DS DR

Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

DS DR

Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

DS DR

Initial_____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

DS DR

Initial_____

Additional Terms

No Show/Late Cancellation Policy: Cancellations with less than 24 hours' notice will be billed as follows: virtual services at the full hourly rate, and in-person services at 50% of the hourly rate.

AAC Assessment	$144.00 per hour
Special Circumstances Instructional Assistance assessments (SCIA)	$146.00 per hour

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA **CALIFORNIA ONLINE PUBLIC SCHOOLS:**
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Vista Center for the Blind and Visually Impaired

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Vista Center for the Blind and Visually Impaired

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Vista Center for the Blind and Visually Impaired **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Sara Wylie 095D4C4AEDAD44B... 08/14/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 08/13/2026 **Signature** **Date**
Sara Wylie, School Services Manager **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Sara Wylie, School Services Manager **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Vista Center for the Blind and Visually Impaired **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
2500 El Camino Real Suite 100 **Address**	33272 Valle Road **Address**
Palo Alto California 94306 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
8312166615 N/A **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
swylie@vistacenter.org **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Vista Center for the Blind and Visually Impaired
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	170.00	Hour
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Powered by BoardOnTrack

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)	170.00	Hour
Orientation and Mobility (730)	170.00	Hour
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	170.00	Hour
Travel	IRS Rate	

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial

Initial____

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial

Initial____

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial

Initial____

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial

Initial _____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial

Initial _____

Additional Terms

No Show/Late Cancellation Policy: No Show/ Late Cancellation of less than 24 hours will be billable at half of the service rate or IEP rate. Cancellations with more than 24 hours' notice are non-billable.

Orientation and Mobility Assessment (Virtual) *Inclusive of IEP meeting attendance*	$1,500.00 flat rate
Functional Vision Assessment (Virtual) *Inclusive of IEP meeting attendance*	$2,500.00 flat rate
Functional Vision Assessment (In-Person) *Inclusive of IEP meeting attendance*	$4,500.00 flat rate

VISTA CENTER
for the blind and visually impaired

School Service Rates
School Year 2026 – 2027

Service Provided (Virtual)	Rate (Hourly)
Orientation and Mobility	$170
Teacher of the Visually Impaired (TVI)	$170
Assistive Technology	$170
IEP meetings	$170

Assessment Fees	Flat Fee
Orientation and Mobility (Virtual) (includes assessment and attendance of IEP meeting)	$1500
Functional Vision Assessment (Virtual) (includes assessment and attendance of IEP meeting)	$2500
Functional Vision Assessment (In-Person)	$4500

(Includes assessment and attendance of IEP meeting. Mileage above 100 miles round trip will be added. If room and board and/or flights are needed, these costs will be added as well.)

Technology Rentals	Monthly
Electronic Magnifier (CCTV)	$75
Perkins Braille Writer	$50

Braille Transcription Services	Per Page
Literary Braille (Includes any required binding & interlining. Includes 5-7 day shipping costs directly to students/schools as needed.)	$7.50
Nemeth Braille (Includes any required binding & interlining. Includes 5-7 day shipping costs directly to students/schools as needed.)	$8.50

2500 El Camino Real, Palo Alto, CA 94306 P 650-858-0202 F 650-858-0214
3315 B Mission Drive, Santa Cruz, CA 95065 P 831-458-9766 F 831-426-6233
101 N. Bascom Ave. San Jose, CA 95128 P 408-295-4016. F 408-295-1398

www.vistacenter.org
Sara Wylie, School Services Manager
swylie@vistacenter.org

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CALIFORNIA ONLINE PUBLIC SCHOOLS:
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL COAST,
CALIFORNIA ONLINE PUBLIC SCHOOLS CENTRAL VALLEY,
CALIFORNIA ONLINE PUBLIC SCHOOLS MONTEREY BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTH BAY,
CALIFORNIA ONLINE PUBLIC SCHOOLS NORTHERN CALIFORNIA,
LEA CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Professional Tutors of America Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **September 8, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

Professional Tutors of America Inc.

(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq

and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed

Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the Master Contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

The cause shall not be behaviors that student is engaging in that were known to CONTRACTOR at the time the student was placed in CONTRACTOR'S program.

To terminate the Master Contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate

$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

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 user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

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 sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. 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 two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

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 Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

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 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

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 third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **8th day of September, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Professional Tutors of America, Inc. **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Robert Gordon D9DDE9E17C0C40D... 08/12/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 08/12/2026 **Signature** **Date**
Robert Gordon, CEO **Name and Title of Authorized Representative**	Mackenzie Duran, Director of Student Services **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Robert Gordon, CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Professional Tutors of America, Inc. **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
3350 E. Birch St, Suite 201 **Address**	33272 Valle Road **Address**
Brea CA 92821 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
714-784-3454 714-996-0080 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
rgordon@professionaltutors.com **Email**	mduran@californiaops.org **Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Professional Tutors of America, Inc.
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1-to-1

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	$146.00	HR
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$146.00	HR
Physical Therapy (460)		
Individual Counseling (510)	$146.00	HR
Counseling and Guidance (515)	$146.00	HR
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$146.00	HR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	$146.00	HR
OT and Speech Assessments	$146.00	HR

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)
If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial RG

Initial

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) business days following the end of the attendance month. Late, incomplete, or incorrect invoices will pause review until corrected, with payment timelines restarting upon resubmission, which may result in a longer payment timeline. Invoices may also be placed on hold until all contractual and documentation requirements are met.

Initial RG

Initial

Invoices must be submitted monthly and separated by school based on student enrollment, with a subtotal for each school and a grand total for all schools. Weekly or alternative billing frequencies are not permitted unless expressly approved in advance. In addition, to support SELPA reporting requirements, services provided to students with low incidence disabilities and students receiving mental health services must be invoiced separately. If a student has both a low incidence disability and receives mental health services, all services for that student shall be invoiced under the low incidence disabilities category.

Initial RG

Initial

Invoice review and payment terms shall be forty-five (45) business days from the date a complete and accurate invoice is received. All references to a 30-to-45-day period refer to business days, not calendar days. Business days exclude weekends, holidays, and school breaks, including fall, winter, spring, and summer breaks, which may extend invoice review and payment timelines. Invoices submitted after normal business hours or during holidays or breaks shall be considered received on the next business day.

Initial RG

Initial_____

Additional Terms Regarding In-Person Evaluations

Unless otherwise approved in writing by the LEA, all evaluations performed under this Agreement shall be conducted in person and in the location consistent with the student's educational setting, unless otherwise agreed to by the CONTRACTOR and LEA. The applicable Individual Services Agreement (ISA) shall specify the evaluation modality (in person or virtual), and CONTRACTOR shall comply with such designation.

Initial RG

Initial_____

PROFESSIONAL TUTORS OF AMERICA INC.
CONSULTANTS IN EDUCATION

Special Education Services
Rate Sheet 2026-27

*Rates/per hour

***(Tutoring/Academic Instruction, Reading Intervention, and Compensatory Services are not considered NPA Services, and cannot be referred as part of an NPA Master Contract). All Tutoring/Academic Instruction, Reading Intervention and Compensatory Services must be contracted on a Vendor/Consultant Agreement.*

ACADEMIC SERVICES	
Service	**Rate (Per Hour)**
(1) Tutoring/Academic Instruction - Spec. Ed Cred/Gen Ed Cred.	**$100.00/hr**
(2) Reading Intervention Sonday Reading or Spire Reading (both Orton-Gillingham Based) (60 hrs minimum per level – rate includes all materials)	**$125.00/hr**

RELATED SERVICES	
Service	**Rate (Per Hour)**
(3) Behavior Intervention	
Behavior Intervention Design Planning	**$146.00/hr**
Behavior Intervention Implementation	**$146.00/hr**
(4) Counseling & Guidance	
Educational Counseling	**$146.00/hr**
Parent Counseling & Training	**$146.00/hr**
Educationally Related Mental Health Services	**$146.00/hr**
Educationally Related Intensive Counseling Services	**$146.00/hr**
(5) Language Speech Development & Remediation Assessment/Evaluation, including IEP attendance	**$146.00/hr**
(6) Occupational Therapy Assessment/Evaluation, including IEP attendance	**$146.00/hr**
(7) Vocational Education & Career Development, Transition	**$110.00/hr**

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

California Online Public Schools

Transportation Contract (with Parents/Guardians)

School Year: 2026-2027

The IEP team for [redacted] has agreed that transportation to/from a school location must be provided to implement the student's IEP. Therefore, a contract for transportation services is needed. The type of transportation being provided is:

☑ Personal vehicle with family member transporting student
Description of vehicle(s) to be used: Make [redacted]
Year & Model [redacted]
Plate Number [redacted]

☐ Ride service
Details of ride service: _____

☐ Public Transportation
Details of public transportation: _____

☐ Other: _____

It is agreed that **California Online Public Schools** (LEA) and [redacted] (Parents/Guardians) enter into this contract for the transportation of [redacted] to and from [redacted] (Home) to **California School for the Deaf, Riverside (CSDR)** at **3044 Horace Street, Riverside, CA, 92506** (School and School Address).

Contract terms: commence **August 17, 2026** and end **June 4, 2027**. If the student is no longer attending **CSDR**, the contract is terminated, effective as of the date the student withdraws from **CSDR**.

The parents/guardians must provide a certificate of insurance indicating that the policy is current and a copy of their current driver's license(s). Auto liability insurance coverage requirements should include the following amounts of coverage: $100,000/$300,000 Bodily Injury, $50,000 Property Damage, or $300,000 Combined Single Limit of Liability, Uninsured Motorists coverage, and Medical Payment coverage of not less than $5,000. If the insurance policy and/or driver's license(s) expire during the contract term, the parents/guardians must provide LEA the most current policy and/or license(s).

The responsibility of the LEA for transportation shall be limited to the regular school term and any approved extended school year (ESY) services. In addition, since reimbursement is based on a rate per mile, the maximum distance per round trip shall be limited to the actual mileage. The roundtrip mileage for this service shall not exceed 14.3 miles per day.

For the term of this agreement, reimbursement shall be paid at the current IRS rate per mile based on school days attended. The rate for the year **2026** is **$0.76** per mile. The estimated daily trip rate for a round trip is **14.3 miles** or **$10.87**. The number of trips per calendar month submitted must be verified with monthly attendance reports provided to the LEA by **California School for the Deaf, Riverside (CSDR)**. Each reimbursement request should consist of the number of days in the month the student was transported to/from the school location and the mileage/distance driven. Reimbursement will not be provided for any school days attended on which the student utilized Riverside County transportation or any other service outside of those provided by the parent/family.

Requests for reimbursement are to be submitted as follows: monthly, via email: sped-finance@californiaops.org. The parents/guardians must submit their request within 30 days after the end of each month during the academic year. The LEA will reimburse the parents/guardians within 45 business days after receiving and approving the request.

Either party can cancel the contract by giving 30 days written notice.

Signatures indicating approval of the above terms below.

APPROVED BY:

PARENTS/GUARDIANS:

[redacted]

08/14/2026
Date

[redacted]
Email address

CALIFORNIA ONLINE PUBLIC SCHOOLS:

Signed by:
Mackenzie Duran
5CF7080748C6400...
Signature

Mackenzie Duran
Director of Student Services
Printed Name

08/14/2026
Date

mduran@californiaops.org
Email address

DocuSigned by:
53EF3C0EE6DA47E...
Signature

LaChelle Carter
Director of Finance
Printed Name

08/19/2026
Date

lcarter@californiaops.org
Email address

Checklist for contract:

- Executed contract
- Copy of current driver's license(s) showing expiration date
- Copy of current vehicle(s) insurance showing expiration date
- Academic calendar for school of placement
- Mileage map showing estimated one way or round-trip mileage and both addresses

Coversheet

Approval of Expenditures over $20k (attached)

Section: VI. Consent Items
Item: F. Approval of Expenditures over $20k (attached)
Purpose: Vote
Submitted by:
Related Material:
26-27 CalOPS Over 20K (POs & Invoices) - September Board Meeting (1).pdf
Invoices Over 20k 26-27 SY Sept 2026 Board Meeting.pdf
Purchase Orders Over 20k September 2026 Board Meeting.pdf

CalOPS PURCHASE ORDERS Over 20k

Number	Date	Requestor	Vendor	Purpose	Amount
PO 2026-27-13	8/6/2026	Leslie/Britnie	MIND Education	ST Math, Board approved 6/2026. TK-5 math program offering intervention support and advanced practice.	$39,500.00
PO 2026-27-16	8/7/2026	Leslie/Britnie	Classwork Co DBA Classkick	Classkick (Board approved 6/2026) is an all school interactive, web- and app-based teaching platform that lets teachers create or upload digital assignments, view all student work in real time, and provide instant feedback	$28,929.00
PO 2026-27-17	8/7/2026	Than/Britnie	Nearpod by Renaissance	Board approved renewal LCAP 1.4	$71,180.00
PO 2026-27-18	8/10/2026	Josh/Britnie	Incident IQ, LLC	Incident IQ Pro Enterprise License Renewal	$53,646.32
PO 2026-27-22	8/10/2026	Nick/Britnie	Netrix	3-year renewal of our existing services for our network infrastructure, this will match our support contract with our current equipment and license leases.	$132,948.00
PO 2026-27-25	8/13/2026	Leslie/Britnie	Turnitin LLC	LCAP 1.4	$52,096.17
PO 2026-27-29	8/14/2026	Nick/Britnie	SOFTMSP LLC	additional 1500 Student Chromebooks 26/27 LCAP 2.1	$895,455.00

CalOPS INVOICES To Be Paid Over 20k

(Invoices will be procressed for payment once Board has approved)

Date Paid by ACH/WIRE	Uploaded to Charter Impact	Batch Date	Batch School or ACH/WIRE	Vendor	Invoice#	Date of Invoice	Amount	Description	School Allocation
	08/06/2026	08/05/2026	SoCal	Oxford Consulting Services Inc	172432	06/30/2026	$93,835.00	SPED Services	All Schools
	08/07/2026	08/06/2026	Socal	Care Solace, Inc.	CON-04315	05/04/2026	$36,000.00	Professional Services: Other School Expense	All Schools
	08/07/2026	08/06/2026	Socal	Brandastic, Inc.	1455	08/01/2026	$21,000.00	Marketing	All Schools
	08/07/2026	08/06/2026	Socal	SoftMSP, LLC	1101	08/01/2026	$229,686.00	Professional Services: Other School Contracted Services	All Schools
	08/07/2026	08/06/2026	Socal	Salesforce, Inc.	38706924	07/31/2026	$32,700.00	Professional Services: Other School Contracted Services	All Schools
	08/07/2026	08/07/2026	North Bay	Middletown Unified School District	INV26-00105	07/17/2026	$27,291.02	Authorizer Oversight: District Oversight	North Bay
8/11/2026			ACH	Empower	-	-	$224,721.38	Benefits	All Schools
8/12/2026			ACH	HSA	-	-	$36,879.43	Benefits	All Schools
	08/14/2026	08/13/2026	SoCal	Clifton Larson Allen	L261487011	08/05/2026	$27,545.00	Professional Services: Accounting Services/Audit	All Schools
	08/14/2026	08/13/2026	SoCal	Renaissance Learning, Inc.	INV5722287	08/10/2026	$71,180.00	Instructional: Other Curriculum	All Schools
	08/14/2026	08/13/2026	SoCal	Elevation Solutions	0697076	08/07/2026	$25,145.00	Marketing	All Schools
	08/14/2026	08/13/2026	SoCal	Parent Square, Inc.	2024-31567	07/31/2026	$49,814.82	Professional Services: Other School Expense	All Schools
	08/20/2026	08/19/2026	SoCal	El Paseo Children's Center Inc.	3968	05/31/2026	$181,623.35	SPED Services	SoCal
	08/20/2026	08/19/2026	SoCal	El Paseo Children's Center Inc.	3968-1	05/31/2026	$29,396.50	SPED Services	SoCal
	08/20/2026	08/19/2026	NorCal	El Paseo Children's Center Inc.	3969	05/31/2026	$92,637.20	SPED Services	NorCal
	08/20/2026	08/19/2026	Central Valley	El Paseo Children's Center Inc.	3970	05/31/2026	$80,646.84	SPED Services	Central Valley
	08/20/2026	08/19/2026	Central Valley	TTC4SUCCESS	407	07/01/2026	$161,194.77	SPED Services	School Allocation on Invoice
	08/20/2026	08/19/2026	Monterey Bay	El Paseo Children's Center Inc.	3973	05/31/2026	$27,568.39	SPED Services	Monterey Bay
8/20/2026			ACH	Cigna Health	-	-	$651,369.31	Staff Medical Benefits	All Schools
	8/24/2026	08/21/2026	SoCal	Docusign	111100722416	08/15/2026	$54,050.00	Professional Services: Other School Contracted Services	All Schools
	8/24/2026	08/21/2026	SoCal	GHA	2045546	07/19/2026	$91,340.14	Facilities: Equipment/Supplies	All Schools
	8/24/2026	08/21/2026	SoCal	GHA	2045359	07/17/2026	$32,664.00	Facilities: Equipment/Supplies	All Schools
	8/24/2026	08/21/2026	SoCal	SoftMSP, LLC	1102	08/17/2026	$895,443.75	Facilities: Equipment/Supplies	All Schools
	8/24/2026	08/21/2026	SoCal	The Hartford	17143054	08/10/2026	$25,685.99	Governance: Insurance Expenses	All Schools
8/25/2026			ACH	HSA	-	-	$25,293.29	Benefits	All Schools
8/25/2026			ACH	Empower	-	-	$157,366.94	Benefits	All Schools
8/26/2026			ACH	JP Morgan Chase Bank	-	-	$175,111.74	District Corporate Card Purchases - AutoPay	All Schools
	8/27/2026	8/26/2026	SoCal	Nasco-School Specialty, LLC	935387	08/12/2026	$290,607.19	Instructional: Other Curriculum	All Schools
	8/27/2026	8/26/2026	SoCal	Mind Education	1254532	08/11/2026	$39,500.00	Instructional: Other Curriculum	All Schools
	8/27/2026	8/26/2026	Monterey Bay	Scotts Valley Unified School District	INV27-00055	08/14/2026	$78,205.24	District Oversight Fees	Monterey Bay
8/27/2026			ACH	Empower	-	-	$215,864.54	Benefits	All Schools

8/28/2026			ACH	InterPres Corporation	-	-	$32,152.92	SoCal Office Rent	All Schools

oxford OCS CONSULTING SERVICES, INC.

Corporate Headquarters
300 Corporate Center Drive
Manalapan, NJ 07726
Tel (732) 761-1955
Fax (732) 761-8404
(800) 718-8855
www.oxfordconsulting.com

"Your Staffing Source for Educational and Therapeutic Professionals."

Invoice

Date	Invoice #
6/30/2026	172432

Bill To
California Online Public Schools LaChelle Carter-Finance Director 33272 Valle Road San Juan Capistrano, CA 92675

Serviced	Qty	Description	Rate	Amount
		June 2026 Paraprofessional Services Grade Band Para Support		
	1,915	CalOPS Grade Band Para Support	49.00	93,835.00
		Verification forms attached		
			Total	$93,835.00

care solace

FROM
Care Solace
120 Birmingham Dr
Cardiff, CA 92007
(760) 783-5055
accounts.receivable@caresolace.org

INVOICE #	CON-04315
DATE	05/04/2026
DUE DATE	06/03/2026
AMOUNT DUE (USD)	36,000.00
PO NUMBER	

BILL TO
CA Connections Academy
33272 Valle Road
San Juan Capistrano, CA 92675

DESCRIPTION		AMOUNT
S10030	Care Match 07/01/2026 to 06/30/2027 CA Connections Academy	$9,000.00
S10010	Care Coordination 07/01/2026 to 06/30/2027 CA Connections Academy	$27,000.00

Subtotal	$36,000.00
Sales tax	$0.00
Total	$36,000.00

Terms: Net 30

Via ACH:
Bank of Southern California
Account Name: Care Solace Inc.
Routing/ABA: 122243402
Account #: 301023573
(1% discount for ACH)

Via Check:
P.O. Box 848530
Los Angeles, CA 90084

Invoice

Invoice #	CON-04315
Due Date	06/03/2026
Amount Due (USD)	36,000.00

Care Solace Inc - W-9

What are you looking for? Ctrl+K

+ Request

19

Order status > Order details

0

Order #655 Approved

Details Status Audit log

Audit log

Approved

Order #655 was approved.

Finance AP | Aug 05, 2026 10:56 AM

Approved

Order #655 was approved.

LaChelle Carter | Aug 04, 2026 12:07 PM

Edited

Item #655-1 - Care Solace

LaChelle Carter | Aug 04, 2026 12:07 PM

Function code * select default, for finance only*

DEFAULT → 3120--Psychological Services

Edited

Item #655-1 - Care Solace

LaChelle Carter | Aug 04, 2026 12:07 PM

Goal code * select default, for finance only*

DEFAULT → 1200--ADA Split

Edited

Item #655-1 - Care Solace

LaChelle Carter | Aug 04, 2026 12:07 PM

Lcap code * select default, for finance only*

DEFAULT → 1200--LCAP

Edited

Item #655-1 - Care Solace

LaChelle Carter | Aug 04, 2026 12:07 PM

Resource code * select default, for finance only *

DEFAULT → 3327--Special Education-Mental Health

Results Per Page: 10

Page 1 of 1

Brandastic, Inc.
3857 Birch Street, Suite 271
Newport Beach, CA 92660 USA
9498997340
billing@brandastic.com
brandastic.com

Invoice

BRANDASTIC

BILL TO
Calif Online Public Schools 33272 Valle Road San Juan Capistrano, CA 92675

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1455	08/01/2026	$21,000.00	08/31/2026	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Brand Care	CCAS-1 - California Online Public Schools | 2026 - 27 Marketing Contract | Recurring Monthly Billing	21,000	1.00	21,000.00

Thank you for your Business! We take ACH Payments, and Checks can be sent to 3857 Birch St #271Newport Beach, CA 92660

BALANCE DUE **$21,000.00**

Ways to pay

View and pay

INVOICE

SoftMSP, LLC
271 Ott St Ste 19
Corona, CA 92882-7104

ssafi@softmsp.com
+1 (909) 645-5064
softmsp.com

Bill to
California Online Public Schools

Invoice details
Invoice no.: 1101
Terms: Net 30
Invoice date: 08/01/2026
Due date: 08/31/2026

P.O. No.: Year 2 - IT and Student Support

#	Product or service	Description	Qty	Rate	Amount
1.	**Software**	Cybersecurity solutions	1	$10,827.00	$10,827.00
2.	**Services**	Inventory Management Services	1	$22,859.00	$22,859.00
3.	**Services**	Tier 1 Support Services - Students	1	$156,000.00	$156,000.00
4.	**Services**	IT Support Services - Staff	1	$40,000.00	$40,000.00

Total **$229,686.00**

Ways to pay

BANK

View and pay



Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

INVOICE

Bill To:
California Online Public Schools
Attn: Accounts Payable
33272 Valle Rd
San Juan Capistrano, CA 92675-4842
US

Please use this to update your primary billing contact information

Ship To:
33272 Valle Rd
San Juan Capistrano, CA 92675-4842
US

Invoice Number:	38706924
Invoice Date:	7/31/2026
Invoice Due Date:	8/30/2026
Payment Terms:	Net 30
Payment Method:	Check
Account Number:	9655531
Contract Number:	05648045
Invoice Amount:	USD 32,700.00

Remittance Information

Remit To:
Salesforce, Inc.
P.O. Box 203141
Dallas, TX 75320-3141
United States

Wire Transfer To:

Bank Name:	Wells Fargo
Bank Address:	420 Montgomery St. San Francisco, CA 94104 USA
A/C Name:	SALESFORCE, INC (AR)
Swift Code:	WFBIUS6S
A/C No:	4121519896
ABA No.:	1210-0024-8

Please reference invoice number 38706924 with your payment.

Invoice Details

Vendor: Salesforce, Inc.

Purchase Order #: NA

	Service	Quote #	Months	Qty	Unit Price+	Tax Rate	Tax	Total
1	Education Cloud - Unlimited Edition	Q-11625060	12.00	25	109.00	0%	0.00	32,700.00
	Service Dates: 8/1/2026 - 7/31/2027							
	Tax Breakdown							
	CALIFORNIA Sales and Use Tax - USD 0							
	ORANGE Local Sales and Use Tax - USD 0							
	TRANSPORTATION AUTHORITY (OCTA) Local Sales and Use Tax - USD 0							
							Subtotal:	USD 32,700.00

Salesforce, Inc. Total Charges: USD 32,700.00

Tax Summary

Tax, Fee or Surcharge	Tax Jurisdiction	Tax Amount
STATE Sales and Use Tax	CALIFORNIA	USD 0.00
COUNTY Local Sales and Use Tax	ORANGE	USD 0.00
DISTRICT Local Sales and Use Tax	TRANSPORTATION AUTHORITY (OCTA)	USD 0.00
Total Tax Amount		USD 0.00

+ The unit price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this Invoice.

Please note: Access to Salesforce Inc CRM subscription services is through remote Internet browser. This on-demand CRM service does not include the transfer of any software.

To manage your Invoices and Contracts, please login to the Billing Portal.

For answers to frequently asked billing questions, please visit our Billing FAQ at:
https://help.salesforce.com/s/articleView?id=000328621&type=1

To download W9 Form for Salesforce, please click here :https://help.salesforce.com/s/articleView?id=000394556&type=1

To contact the Billing Department, please click here:https://help.salesforce.com/s/articleView?id=000366983&type=3

This invoice was generated using Salesforce.



Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for California Online Public Schools
Offer Valid Through: 7/30/2026
Proposed by: Constanza Trespalacios
Email: ctrespalacios@salesforce.com
Quote Number: Q-11625060

ORDER FORM

Address Information

Bill To:
33272 Valle Rd
San Juan Capistrano
CA, 92675-4842
US - United States

Ship To:
33272 Valle Rd
San Juan Capistrano
CA, 92675-4842
US - United States

Billing Company Name: California Online Public Schools
Billing Contact Name: Accounts Payable
Billing Email Address: finance@californiaops.org

Billing Phone: 800-906-5166
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 8/1/2026
Contract End Date*: 7/31/2027
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price (Exclusive of taxes)	Estimated Tax	Total Price (Inclusive of taxes)
Education Cloud - Unlimited Edition	8/1/2026	7/31/2027	12	USD 109.00	25	USD 32,700.00	USD 0.00	USD 32,700.00
							Pre-tax Subtotal:	USD 32,700.00
							Estimated Tax:	USD 0.00
							Total:	USD 32,700.00

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Any taxes shown are estimated only. Actual taxes will be reflected on the invoice. Any such taxes are the responsibility of Customer. This is not an invoice. For Customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the ""Ship To"" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Education Cloud - Unlimited Edition	USD 109.00	25+

The pricing in the Pricing Schedule above ("Pricing Schedule") reflects the monthly per-subscription fees for the applicable Service. In the event the Pricing Schedule sets forth tiered pricing, any such tiered pricing levels are based upon the Aggregate Total Number of active subscriptions of the relevant Service purchased. "Aggregate Total Number" as it relates to a subscription, is the aggregate total number of active subscriptions, purchased by the Customer executing this Order Form, commencing on the Contract Start Date of this Order Form, as measured at the time of execution of the applicable Order Form. If a single additional order raises the aggregate number of subscriptions for any Service listed in the Pricing Schedule above the threshold limits specified therein, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Only additional orders by Customer that are associated with this Order Form, for purchase of subscriptions to the same Service and edition as set forth in the Pricing Schedule, during the period commencing on the Contract Start Date and ending on the Contract End Date of this Order Form, are eligible for the applicable volume pricing levels under the Pricing Schedule. For clarity, restricted use subscriptions (those subscriptions that either have the term "Restricted Use" in the Service name, or are indicated as a Restricted Use Subscription in a Quote Special Term) are not included when determining the Aggregate Total Number of a full use subscription, and full use subscriptions are not included when determining the Aggregate Total Number of a restricted use subscription. Any price decreases shall have no effect on previously purchased subscriptions. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for the Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

Customer acknowledges that these subscriptions are also subject to the Supplemental Terms for Eligible Nonprofits and Educational Institutions available at https://www.salesforce.com/company/legal/agreements.jsp, which are hereby made part of this Order Form.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 03525196, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customers Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will first be applied to any outstanding balances due under such terminated order form(s) and any remaining credits (if applicable) shall be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 03525196, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Product Special Terms

Salesforce Inbox

In order to use Salesforce Inbox, it must first be activated by the Customer's system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD

Tenant Information

Org Type	Org Details	Services	Quantity
Salesforce Platform	00DHo0000016CnkMAE	Education Cloud - Unlimited Edition	25

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

Customer: California Online Public Schools

Signature DocuSigned by: Richard Savage 3E5D9F2GDCGC40C...

Name Richard Savage

Business Title Superintendent

Date 06/12/2026

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Middletown Unified School District

Business Department
20932 Big Canyon Rd
Middletown, CA 95461-0338
(707)987-4100 FAX (707)987-4105

Direct any questions to the Business Department at (707)987-4100

CUSTOMER INVOICE

California Connections Academy
33272 Valle Rd
San Juan Capistrano, CA 92675

2025/26 LEA Charter Oversite Fee

Invoice #	**INV26-00105**
Invoice Date	07/17/2026
Due Date	08/16/2026
Customer #	000137
Contract/Reference #	

Description	Qty	Unit	Unit Price	Amount
2025/26 Authorizing LEA 1% Charter Oversight Fee (CA Ed. Code § 47613)	1.00		27,291.02	27,291.02

Non-Taxable Total	27,291.02
BALANCE DUE	**$27,291.02**

----------Detach this portion or make a copy of the invoice and mail it with the payment----------

District Account Number		Account Amount
01- 0000- 8699- 0- 0000- 0000- 000- 00000	2026	27,291.02

Please make checks payable to: **Middletown Unified School District/Business Department**

Mail to:

Middletown Unified School District
Business Department
20932 Big Canyon Rd
Middletown, CA 95461-0338

Invoice #	**INV26-00105**
Amount Due	$27,291.02
Customer #	000137

Customer Copy

California DEPARTMENT OF EDUCATION

Principal Apportionment Web Exhibits (Web Exhibits)

Web Exhibits

Back Export to Excel

Charter School LCFF Calculation

County:	Lake	Period:	2025-26 P-2
District:	Middletown Unified	CDS Code:	17 64055 0129601
LEA:	California Connections Academy @ North Bay	Charter No:	1653

BASE GRANT RATE PER ADA		
Prior Year Base Grant Per ADA [EC 42238.02(d)]		
Grades TK/K-3 Prior Year Base Grant per ADA	A-1	$10,025
Grades 4-6 Prior Year Base Grant per ADA	A-2	$10,177
Grades 7-8 Prior Year Base Grant per ADA	A-3	$10,478
Grades 9-12 Prior Year Base Grant per ADA	A-4	$12,144
COLA Factor		
COLA [EC 42238.02(d)(2)]	A-5	1.0230
Current Year Base Grant Per ADA [EC 42238.02(d)]		
Grades TK/K-3 Current Year Base Grant per ADA (A-1 * A-5)	A-6	$10,256
Grades 4-6 Current Year Base Grant per ADA (A-2 * A-5)	A-7	$10,411
Grades 7-8 Current Year Base Grant per ADA (A-3 * A-5)	A-8	$10,719
Grades 9-12 Current Year Base Grant per ADA (A-4 * A-5)	A-9	$12,423
Grade Span Adjustments		
Grades TK/K-3 Adjustment [EC 42238.02(d)(3)(A)]	A-10	1.1040
Grades 9-12 Adjustment [EC 42238.02(d)(4)]	A-11	1.0260
Current Year Adjusted Base Grant per ADA		
Grades TK/K-3 Current Year Adjusted Base Grant per ADA (A-6 * A-10)	A-12	$11,323
Grades 9-12 Current Year Adjusted Base Grant per ADA (A-9 * A-11)	A-13	$12,746

AVERAGE DAILY ATTENDANCE (ADA) [EC 42238.05]		
Base, Supplemental, and Concentration Grant Funded ADA [EC 42238.05(f)]		
Grades TK/K-3 Funded ADA	B-1	37.07
Grades 4-6 Funded ADA	B-2	21.67
Grades 7-8 Funded ADA	B-3	34.22
Grades 9-12 Funded ADA	B-4	107.55
Total Funded ADA (Sum of B-1 through B-4)	B-5	200.51
BASE GRANT [EC 42238.02(i)(1)]		
Grades TK/K-3 Base Grant (A-12 * B-1)	C-1	$419,744
Grades 4-6 Base Grant (A-7 * B-2)	C-2	$225,606
Grades 7-8 Base Grant (A-8 * B-3)	C-3	$366,804
Grades 9-12 Base Grant (A-13 * B-4)	C-4	$1,370,832
Total Base Grant (Sum of C-1 through C-4)	C-5	$2,382,986
SUPPLEMENTAL GRANT [EC 42238.02(e)]		
Unduplicated Pupil Percentage [EC 42238.02(b)(5)]	D-1	0.6074
Supplemental Grant Factor	D-2	0.2000
Grades TK/K-3 Supplemental Grant (C-1 * D-1 * D-2)	D-3	$50,991
Grades 4-6 Supplemental Grant (C-2 * D-1 * D-2)	D-4	$27,407
Grades 7-8 Supplemental Grant (C-3 * D-1 * D-2)	D-5	$44,559
Grades 9-12 Supplemental Grant (C-4 * D-1 * D-2)	D-6	$166,529
Total Supplemental Grant (Sum of D-3 through D-6)	D-7	$289,486
CONCENTRATION GRANT [EC 42238.02(f)]		
Unduplicated Pupil Percentage for Concentration Cap [EC 42238.02(f)(2)]	E-1	0.5668
Percentage used to calculate Concentration Grant (amount by which E-1 exceeds 55 percent) [If E-1 is less than or equal to 0.55, 0; else (E-1 - 0.55)]	E-2	0.0168
Concentration Grant Factor	E-3	0.65
Grades TK/K-3 Concentration Grant (C-1 * E-2 * E-3)	E-4	$4,584
Grades 4-6 Concentration Grant (C-2 * E-2 * E-3)	E-5	$2,464
Grades 7-8 Concentration Grant (C-3 * E-2 * E-3)	E-6	$4,005
Grades 9-12 Concentration Grant (C-4 * E-2 * E-3)	E-7	$14,969
Total Concentration Grant (Sum of E-4 through E-7)	E-8	$26,022
LCFF ENTITLEMENT ADD-ONS AND ADJUSTMENTS		

Total Base, Supplemental and Concentration Grant (C-5 + D-7 + E-8)	F-1	$2,698,494
Add-on Amounts		
Economic Recovery Target Add-on [EC 42238.025(d)]	G-1	$0
Prior Year Transitional Kindergarten Add-on Rate per ADA	G-2	$3,077
Current Year Transitional Kindergarten Add-on Rate per ADA	G-3	$5,545
Current Year Transitional Kindergarten ADA	G-4	5.52
Transitional Kindergarten Add-on [EC 42238.02(g)(3)] (G-3 * G-4)	G-5	$30,608
Total Add-on Amounts (G-1 + G-5)	G-6	$30,608
LCFF Entitlement before Adjustments (F-1 + G-6)	H-1	$2,729,102
Miscellaneous Adjustments	H-2	$0
Total LCFF Entitlement (H-1 + H-2)	H-3	$2,729,102
LCFF FUNDING [EC 42238.02(j)]		
Local Revenue (In-lieu of Property Taxes) [EC 47632 & 47635]		
For Countywide charter schools [EC 47605.6], County Program charter schools [EC 47605.5], or State Board of Education approved charter schools [EC 47605(k)], skip I-1 through I-3; I-4 is from the Local Revenue Detail by District of Residence (LRDDR) exhibit. If Statewide Benefit charter school, skip I-1 through I-4.		
Tax per ADA Rate	I-1	$4,979.34
Current Year Funded ADA (Equals B-5)	I-2	200.51
Base Grant (Equals C-5)	I-3	$2,382,986
Total In-lieu of Property Taxes (Lesser of (I-1 * I-2) or I-3 or equals G-1 from LRDDR)	I-4	$998,407
Gross State Aid (H-3 - I-4; if less than 0, I-5 = 0)	I-5	$1,730,695
Education Protection Account Entitlement	I-6	$40,102
Net State Aid (I-5 - I-6; if less than 0, I-7 = 0)	I-7	$1,690,593
MINIMUM STATE AID [EC 42238.03(e)]		
2012-13 General Purpose Funding Rate per ADA	J-1	$0.00
Current Year Funded ADA (Equals B-5)	J-2	200.51
Adjusted General Purpose Funding (J-1 * J-2)	J-3	$0
Minimum State Aid Adjustments	J-4	$0
Local Revenue (In-lieu of Property Taxes) (Equals I-4)	J-5	$998,407
Education Protection Account Entitlement (Equals I-6)	J-6	$40,102

Total LCFF Entitlement: $2,729,102.00
x 1.00% $ 27,291.02

California Online Public Schools 401(k) - 522213-01

Reference Number	Payroll Date	Expected Total [1]	Cash Effective Date [2]
2900898590	08/10/2026	$224,721.38	08/10/2026

[1] Expected Total is used for reconciliation purposes only. It may or may not equal the actual total for the contribution.
[2] If processed before market close 4 p.m. Eastern time except stock market holidays and early closes.

Money Source	Description	Verify Money Source	Total Amount
BTK 1	EMPLOYEE BEFORE TAX	✓	$105,512.37
LON 1	LOAN REPAYMENT	✓	$4,104.71
RTH 1	ROTH CONTRIBUTION	✓	$33,779.98
SHM 1	SAFE HARBOR MATCH	✓	$81,324.32

Expected Total:	$224,721.38
Actual Total:	$224,721.38

Total Amount to be Remitted by Employer: $224,721.38

Account nickname	Bank	Bank account number	Amount
Payroll	JPMORGAN CHASE BANK, NA	XXXXX7900	$224,721.38

Total:	$224,721.38
Remaining Balance:	$0.00

Confirmation Messages:
✓ I have read and accept all warnings and notices on this page.

Print Employee Contributions have been processed and submitted.
You may print this page as confirmation for your records.

Verification Code:
-11,-78,-2,52,75,75,-57,118,105,68,74,-94,-122,84,93,90,-73,-99,82,46,27,-67,-45,-100,-111,80,46,-83,15,34,66,-64,-48,96,21,-94,79,-111,30,-52,31,-101,101,-5,-119,-109,86,-102,76,6,122,-33,-76,-90,-115,31,-22,-76,-88,12,18,-79,61,58

California Online Public Schools

Finance CalOPS <finance@californiaops.org>

Fwd: HSA Funding Activity Initiated

1 message

Tracy Le <tle@californiaops.org> Wed, Aug 12, 2026 at 7:59 AM
To: CalOPS Finance <finance@californiaops.org>
Cc: CalOPS Human Resources - Payroll <payroll@californiaops.org>

Please see below for HSA contribution from the 8/10 payroll.

Tracy Le
Assistant Director of Human Resources
949-529-1667
Pronouns: she/her
California Online Public Schools

Our real legacy is not what we accomplish individually but what we do for others and how we motivate them to work together for a common goal.

Statement of Confidentiality: The contents of this e-mail message and any attachments are intended solely for the addressee. The information may also be confidential and/or legally privileged. This transmission is sent for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction, or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any. E-mail is covered by the Electronic Communications Privacy Act, 18 USC SS 2510-2521 and is legally privileged.

Begin forwarded message:

From: noreply@goigoe.com
Date: August 12, 2026 at 4:00:29 AM PDT
To: tle@californiaops.org
Subject: HSA Funding Activity Initiated

igoe

HSA Payroll Funding Details of California Online Public Schools	
Account Name:	California Online Public Schools HSA Funding
Activity amount:	$36,879.43
Activity date:	08/11/2026

Your funding account will be debited for the amount listed above. This amount is reflective of deposits to your employees' HSA. You are receiving this notice as one of the following activities has taken place:

- A payroll contribution file has been imported into our system on your behalf
- Deposits have been successfully recorded using the contribution manager

- An account pending CIP has been successfully opened

For details about the specific account level activity, you can reference the HSA Payroll Reconciliation Report in the employer portal or you can go to the Contribution Manager to view your pending and successful payroll deposits. Due to timing, transaction details may not be available until tomorrow morning. In a future enhancement, account level detail will be available in a new invoicing screen to further help with record keeping and reconciliation.

If you have any questions regarding this email or its contents, please reach out to your Client Relations Executive.

Thank you for your partnership,

Igoe Administrative Services

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mime-attachment
2K

Learn how our digital team can use your data to improve your operations.

Account Name	California Online Public Schools
Account Number	A275553
Authorization Number	0085902000
Invoice Total	$27,545.00
Invoice Number	L261487011
Invoice Date	08/05/2026
Due Upon Receipt	

Direct billing inquiries to 844-325-1836.

Pay Here **CLAconnect.com/billpay**

Finance charges will be assessed at 1.25% monthly, 15% annually.

Ship To Address: 33272 Valle Road, San Juan Capistrano, CA 92675-4842, United States of America

Service / Work Description	Amount
Second installment for audit services, for the year ended June 30, 2026, includes 5% technology and client support fees.	$27,545.00

Technology and Client Support Fee	$0.00
Sales Tax	$0.00
Invoice Total	**$27,545.00**

Please detach and remit payment to the address below.

We appreciate your business and referrals

0912443A2755530002754500000L2614870112

Remit to:

CliftonLarsonAllen LLP
P.O. Box 31001-2443
Pasadena, CA 91110-2443

California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675-4842

Amount Remitted	$_____
Account Number	A275553
Invoice Number	L261487011

Renaissance

Invoice

Invoice Number: INV5722287
Invoice Date: 08/10/2026
Bill To Number: 8085848

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905
Phone (877) 988-8048 | accounts.receivable@renaissance.com
Tax I.D. #39-1559474

Bill To
California Online Public Schools
33272 Valle Road
San Juan Capistrano CA 92675
United States

Due Date	Terms
09/09/2026	Net 30

Qty Ord	Quote #	PO #	Item Description	Tax (Y/N)	Ext. Price	End User
1416	Q-441449	2026-27-17	Nearpod Premium Plus	N	5,437.44	11008149 CALCA CENTRAL VALLEY
1416	Q-441449	2026-27-17	Nearpod Social Studies Program	N	0.00	11008149 CALCA CENTRAL VALLEY
1416	Q-441449	2026-27-17	Nearpod Math Program (IM View)	N	5,253.36	11008149 CALCA CENTRAL VALLEY
50	Q-441449	2026-27-17	Nearpod English Learner Program	N	1,167.50	11008149 CALCA CENTRAL VALLEY
1416	Q-441449	2026-27-17	Nearpod Math Program (Standards View)	N	0.00	11008149 CALCA CENTRAL VALLEY
1420	Q-441449	2026-27-17	Nearpod Premium Plus	N	5,452.80	11047558 CALCA CENTRAL COAST
50	Q-441449	2026-27-17	Nearpod English Learner Program	N	1,167.50	11047558 CALCA CENTRAL COAST
1420	Q-441449	2026-27-17	Nearpod Math Program (IM View)	N	5,268.20	11047558 CALCA CENTRAL COAST
1420	Q-441449	2026-27-17	Nearpod Social Studies Program	N	0.00	11047558 CALCA CENTRAL COAST
1420	Q-441449	2026-27-17	Nearpod Math Program (Standards View)	N	0.00	11047558 CALCA CENTRAL COAST
1416	Q-441449	2026-27-17	Nearpod Premium Plus	N	5,437.44	11071703 CALCA MONTEREY BAY
1416	Q-441449	2026-27-17	Nearpod Social Studies Program	N	0.00	11071703 CALCA MONTEREY BAY
1416	Q-441449	2026-27-17	Nearpod Math Program (IM View)	N	5,253.36	11071703 CALCA MONTEREY BAY
50	Q-441449	2026-27-17	Nearpod English Learner Program	N	1,167.50	11071703 CALCA MONTEREY BAY
1416	Q-441449	2026-27-17	Nearpod Math Program (Standards View)	N	0.00	11071703 CALCA MONTEREY BAY
50	Q-441449	2026-27-17	Nearpod English Learner Program	N	1,167.50	11154048 CALCA NORCAL
1416	Q-441449	2026-27-17	Nearpod Math Program (Standards View)	N	0.00	11154048 CALCA NORCAL
1416	Q-441449	2026-27-17	Nearpod Premium Plus	N	5,437.44	11154048 CALCA NORCAL
1416	Q-441449	2026-27-17	Nearpod Social Studies Program	N	0.00	11154048 CALCA NORCAL
1416	Q-441449	2026-27-17	Nearpod Math Program (IM View)	N	5,253.36	11154048 CALCA NORCAL
50	Q-441449	2026-27-17	Nearpod English Learner Program	N	1,167.50	11189703 CALCA NORTH BAY

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Renaissance

Invoice

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905
Phone (877) 988-8048 | accounts.receivable@renaissance.com
Tax I.D. #39-1559474

Invoice Number: INV5722287
Invoice Date: 08/10/2026
Bill To Number: 8085848

Qty Ord	Quote #	PO #	Item Description	Tax (Y/N)	Ext. Price	End User
1416	Q-441449	2026-27-17	Nearpod Math Program (Standards View)	N	0.00	11189703 CALCA NORTH BAY
1416	Q-441449	2026-27-17	Nearpod Premium Plus	N	5,437.44	11189703 CALCA NORTH BAY
1416	Q-441449	2026-27-17	Nearpod Social Studies Program	N	0.00	11189703 CALCA NORTH BAY
1416	Q-441449	2026-27-17	Nearpod Math Program (IM View)	N	5,253.36	11189703 CALCA NORTH BAY
1416	Q-441449	2026-27-17	Nearpod Math Program (IM View)	N	5,253.36	11194395 CALCA SOCAL
50	Q-441449	2026-27-17	Nearpod English Learner Program	N	1,167.50	11194395 CALCA SOCAL
1416	Q-441449	2026-27-17	Nearpod Premium Plus	N	5,437.44	11194395 CALCA SOCAL
1416	Q-441449	2026-27-17	Nearpod Social Studies Program	N	0.00	11194395 CALCA SOCAL
1416	Q-441449	2026-27-17	Nearpod Math Program (Standards View)	N	0.00	11194395 CALCA SOCAL

Total Gross	Tax	Total Net	Payments/Credits Applied	Total Amount Due
USD 71,180.00	USD 0.00	USD 71,180.00	USD 0.00	USD 71,180.00

Please remit payment to Renaissance Learning, Inc. within 30 days.

You can pay this invoice electronically using the details below:

Bank: Wells Fargo Bank, N.A.
420 Montgomery St.
San Francisco, CA 94104
Account Name: Renaissance Learning, Inc.
Account #: 4945088771
ABA/Routing: 121000248
SWIFT Code: WFBIUS6S

This invoice can be paid by check made out to Renaissance Learning, Inc. and send to:

PO Box 64910
St. Paul, MN 55164-0910

Please ensure you reference our invoice number in your payment and send remittance for electronic payments to AR@renaissance.com

Always **verify any new payment instructions** directly with our Accounts Receivable team using a **known phone number** before sending funds. Visit https://www.renaissance.com/about-us/contact-renaissance/ for our contact information.

Our Standard payment terms are 30 days, please settle invoice by 09/09/2026

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From

Elevation Solutions
Payment Remittance
2591 Dallas Parkway
Suite 300
Frisco, TX 75034

Invoice ID	**0697076**
Issue Date	08/07/2026
Due Date	08/22/2026 (Net 15)
Subject	Your Professional Services Invoice from Elevation Solutions

Invoice For

California Online Schools
33272 Valle Road
San Juan Capistrano, CA 92675

Item Type	Description	Quantity	Unit Price	Amount
Professional Services	Change order for Post Enrollment Engagement Drip Campaign	1.00	$8,695.00	**$8,695.00**
Professional Services	Change order for Intent to ReEnroll Avela Integration & Drip Campaign	1.00	$16,450.00	**$16,450.00**

Amount Due $25,145.00

Notes

Thank you for your business!

Please view this invoice online in order to pay online via credit card.

Please remit check payments to:
Elevation Solutions
2591 Dallas Parkway
Suite 300
Frisco, TX 75034

Please Remit ACH Payments to:
Routing #: 102200245
Account #: 95009841

Please email admin@elevation.solutions to request Elevation Solutions' W-9.

What are you looking for? Ctrl+K

+ Request

19

Order status > Order details

0

Order #669 Approved

Details Status Audit log

Audit log

Approved

Order #669 was approved.

Finance AP | Aug 07, 2026 7:10 AM

Approved

Order #669 was approved.

LaChelle Carter | Aug 06, 2026 11:25 AM

Edited

Item #669-1 - Intergrations

LaChelle Carter | Aug 06, 2026 11:25 AM

Function code * select default, for finance only*

DEFAULT → 7200--Other General Administration

Edited

Item #669-1 - Intergrations

LaChelle Carter | Aug 06, 2026 11:25 AM

Goal code * select default, for finance only*

DEFAULT → 1200--ADA Split

Edited

Item #669-1 - Intergrations

LaChelle Carter | Aug 06, 2026 11:25 AM

Lcap code * select default, for finance only*

DEFAULT → 0000--Unrestricted

Edited

Item #669-1 - Intergrations

LaChelle Carter | Aug 06, 2026 11:25 AM

Resource code * select default, for finance only *

DEFAULT → 0000--Unrestricted

Results Per Page: 10

Page 1 of 1

Powered by BoardOnTrack

ParentSquare

Invoice #2024-31567

From

ParentSquare, Inc.
Goleta, CA 93117
888-996-4156

Bill To

California Online Public Schools
1001 FLEET ST
San Juan Capistrano, CA 92675
United States

Ship To

1001 FLEET ST
San Juan Capistrano, CA 92675
United States

Invoice Summary

Invoice Number	2024-31567
Date	07/31/2026
Terms	Net 30
Due Date	08/30/2026
Comments	
Amount Due (USD)	$ 49,814.82

Description	Quantity	Rate	Amount
Engage 2025 - Year 1 7/1/2026-6/30/2027	9,174	5.43	49,814.82
	Amount Due (USD)		$ 49,814.82

Credit Card: Please refer to the original invoice email to View Invoice online, and then Pay By Card online. (CC payments only valid for invoices below $5,000).

ACH: Please refer to the below

Account Title: PARENTSQUARE INC
Account Number: 8175736884
Wire Routing: 043000096
ACH Routing: 031207607

Check: Please issue a check to "ParentSquare, Inc." and write the Invoice Number on the check. Please mail to:

PNC Bank c/o ParentSquare, Inc.
Lockbox # 713541
350 East Devon Avenue
Itasca, IL 60143

For additional questions or concerns, feel free to reply to this email or directly reach out to the Accounts Receivable team at billing@parentsquare.com.

Order #631 Approved

Details Status Audit log

Audit log

Approved

Order #631 was approved.

Finance AP | Jul 22, 2026 8:29 AM

Approved

Order #631 was approved.

LaChelle Carter | Jul 21, 2026 3:36 PM

Edited

Item #631-1 - Parent Square Platform

LaChelle Carter | Jul 21, 2026 3:36 PM

Function code * select default, for finance only*

DEFAULT → 7600--All Other General Administration

Edited

Item #631-1 - Parent Square Platform

LaChelle Carter | Jul 21, 2026 3:36 PM

Goal code * select default, for finance only*

DEFAULT → 1200--ADA Split

Edited

Item #631-1 - Parent Square Platform

LaChelle Carter | Jul 21, 2026 3:36 PM

Lcap code * select default, for finance only*

DEFAULT → 0000--Unrestricted

Edited

Item #631-1 - Parent Square Platform

LaChelle Carter | Jul 21, 2026 3:36 PM

Resource code * select default, for finance only *

DEFAULT → 0000--Unrestricted

Approved

Order #631 was approved.

Richie Romero on behalf of Leslie Dombek | Jul 21, 2026 2:31 PM

Results Per Page: 10 Page 1 of 1

BILLING INVOICE

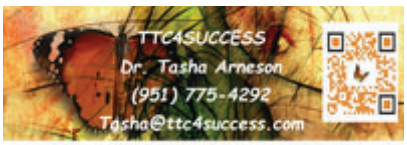
Invoice Date:	5/31/2026	Bill To:	California Online Public Schools
Name:	El Paseo Children's Center Inc		Attn: LaChelle Carter
Mailing Address	74075 El Paseo Drive, Suite A2B		SPED-Finance@californiaops.org
	Palm Desert, CA 92260		
Telephone	760-342-4900		

		Invoice #
Socal	$181,623.35	3968
Socal MH	$29,396.50	3968-1
Socal Total	**$211,019.85**	
Nor Cal	$92,691.20	3969
Nor Cal MH	$9,794.50	3969-1
Nor Cal Total	**$102,485.70**	
Central Valley	$80,646.84	3970
Central Valley MH	$6,340.50	3970-1
Central Valley Total	**$86,987.34**	
Central Coast	$5,621.25	3971
Central Coast MH	$1,280.00	39971-1
Central Coast Total	**$6,901.25**	
North Bay	$3,239.35	3972
North Bay MH	$714.00	3972-1
North Bay Total	**$3,953.35**	
Monterey Bay	$27,568.39	3973
Monterey Bay MH	$5,074.50	3973-1
Monterey Bay Total	**$32,642.89**	
Grand Total	**$443,990.38**	

INVOICE

TTC4SUCCESS Accounting Office
3615 Waterside Way
Louisville, TN 37777

tasha@ttc4success.com
+1 (951) 775-4292



Bill to
California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675

Ship to
California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675

Invoice details
Invoice no.: 407
Terms: Net 30
Invoice date: 07/01/2026
Due date: 07/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**ERMHS**	Central Coast June 2026	1	$3,458.25	$3,458.25
2.		**ERMHS**	Central Valley June 2026	1	$11,739.78	$11,739.78
3.		**ERMHS**	M. Bay June 2026	1	$6,929.55	$6,929.55
4.		**ERMHS**	N.Bay June 2026	1	$4,684.95	$4,684.95
5.		**ERMHS**	NorCa June 2026	1	$21,255.84	$21,255.84
6.		**ERMHS**	SocalJune 2026	1	$53,570.25	$53,570.25
7.		**Other Services**	Central Coast June 2026	1	$39.15	$39.15
8.		**Other Services**	Central Valley June 2026	1	$2,244.60	$2,244.60
9.		**Other Services**	M. Bay June 2026	1	$12,432.60	$12,432.60
10.		**Other Services**	N.Bay June 2026	1	$2,466.45	$2,466.45
11.		**Other Services**	NorCa June 2026	1	$10,413.90	$10,413.90
12.		**Other Services**	SocalJune 2026	1	$31,959.45	$31,959.45

Total **$161,194.77**

cigna healthcare

TRANSFER SUMMARY

Premium and Claims Funding for the Month of August 2026

Report Run Date: 08/25/2026

Group: **00653639 CALIFORNIA ONLINE PUBLIC SCHOOLS**

Claims Funding and Adjustments(1)

Claims Funding	
Current Month Claims Funding	$474,657.95
Retroactive Adjustment Claims Funding	($329.53)
Total Claims Funding Amount Due	$474,328.42
Adjustments to Transfer Account	
Total Adjustments to Transfer Amount Due	$0.00
Total Claims Funding and Adjustments	**$474,328.42**

Scheduled Transfer

Total Premium Transfer Scheduled(2)	$177,040.89
Total Claims Funding and Adjustments Transfer Scheduled	$474,328.42
Total Transfer(3)	**$651,369.31**

(1) Amounts shown are based on transfers made to group level bank account.
(2) The transfer amount is based upon the Total Amount Due for each subgroup as credit balances on one subgroup are not used to offset premium due on another subgroup.
(3) Cigna will initiate a transfer from your account on August 20, 2026 or the next business day. Your contract requires that the full amount be available for transfer on the transfer date. Failure to fund your account may result in contract termination.Transfer detail information can be viewed in the Client Resources Website.If you have any questions please call 1-866-866-6622.

cigna healthcare

INVOICE STATEMENT BY GROUP

Premium and/or Fee Billing for the Month of August

Bill Start Date: 08/01/2026

Bill End Date: 08/31/2026

Group: 00653639 CALIFORNIA ONLINE PUBLIC SCHOOLS

Balance Forward from Previous Statement:	**$176,272.56**
(1)Payments Received:	($176,272.56)
Discretionary Billing:	$0.00
Retroactive Adjustment Premium and/or Fees:	($99.39)
Current Month Premium and/or Fees:	**$177,140.28**
(2)Total Amount Due:	**$177,040.89**

*** Cigna will initiate a transfer in the amount of $177,040.89 from your account on August 20, 2026 or the next business day. The transfer amount is based upon the Total Amount Due for each subgroup as credit balances on one subgroup are not used to offset premium due on another subgroup. Your contract requires that the full amount be available for transfer on the transfer date. Failure to fund your account may result in contract termination. Transfer detail information can be viewed on the Cigna for Employers site.

Note: To view the discretionary billing item description, the statement needs to be pulled at the Subgroup Report Level.

If you have any questions please call 1-866-866-6622.

(1) Payments Received amount includes all payments and adjustments to account.

(2) Total Amount Due includes (i) the insurance premium and other Cigna charges, plus (ii) fees you have agreed to pay your benefit advisor, if applicable, which are not part of the premium or other Cigna charges.

docusign

Docusign, Inc.
Tax ID: 91-2183967

Invoice

Invoice #: 111100722416
Invoice Date: 15-Aug-2026
Payment Terms: Net 30
Due Date: 14-Sep-2026
Account Number: 54394

Bill To:	Ship To:
California Online Public Schools Dan Hertzler dhertzler@californiaops.org 33272 Valle Road San Juan Capistrano, CA, 92675 United States	California Online Public Schools Dan Hertzler dhertzler@californiaops.org 33272 Valle Road San Juan Capistrano, CA, 92675 United States

PO Number	Quote Number	Description	Service Period	Quantity	Subtotal	Tax Rate	Tax Amount	Line Total
	Q-02071907	eSignature Enterprise Pro Edition - Envelope Subs.	15-Aug-26 to 14-Aug-27	36,000	46,800.00	7.75	0.00	46,800.00
	Q-02071907	Premier Support - eSign	15-Aug-26 to 14-Aug-27	1	7,050.00	7.75	0.00	7,050.00
	Q-02071907	Multi-Channel Delivery	15-Aug-26 to 14-Aug-27	1,000	200.00	7.75	0.00	200.00

SubTotal	54,050.00
Tax Total*	0.00
Total	54,050.00
Currency	USD
TRANSACTIONS ASSOCIATED TO THIS INVOICE	
Adjustments	0.00
Credits	0.00
Tax Credits	0.00
Payments	0.00
Invoice Balance	54,050.00

docusign

Docusign, Inc.
Tax ID: 91-2183967

Invoice

Invoice #: 111100722416
Invoice Date: 15-Aug-2026
Payment Terms: Net 30
Due Date: 14-Sep-2026
Account Number: 54394

Remittance slips can be emailed to remittance@docusign.com
Tax*-Taxation based on 'Ship To' address information.
If your organization is tax-exempt and has not yet submitted the required documentation to Docusign, please use the Avalara CertExpress link sent to the Bill-To contact on this invoice to upload your exemption certificate. For any questions or assistance regarding tax exemptions, please contact us at taxexempt@docusign.com.
For additional information, including answers to frequently asked billing questions, please visit our Billing Support site at: https://www.docusign.com/support

PLEASE REMIT TO BANKING INFORMATION BELOW:

Please remit electronic payments to:

Account Name: DocuSign, Inc
Bank Name: JPMorgan Chase
Bank Address: New York, NY 10017
ACH Routing #: 322271627
Wire Routing #: 021000021
Account #: 623675136
SWIFT: CHASUS33

Please remit checks to:

DOCUSIGN INC Lockbox
P.O. Box 735445
Dallas, TX 75373-5445

For Courier Deposits (Fed EX, UPS, etc.):

DOCUSIGN INC Lockbox
JPMorgan Chase (TX1-0029)
Attn: DOCUSIGN INC Lockbox 735445
14800 Frye Road, 2nd Floor
Ft Worth, TX 76155

Order #625 Approved

Details Status Audit log

Audit log

Approved

Order #625 was approved.

Finance AP | Jul 23, 2026 8:02 AM

Approved

Order #625 was approved.

LaChelle Carter | Jul 23, 2026 7:31 AM

Edited

Item #625-1 - eSignature Enterprise Pro Edition - Envelope Subs (36,000 Envelopes)

LaChelle Carter | Jul 23, 2026 7:30 AM

Board approval required (over $100k)

True → 0

Edited

Item #625-1 - eSignature Enterprise Pro Edition - Envelope Subs (36,000 Envelopes)

LaChelle Carter | Jul 21, 2026 1:57 PM

Expense type

Memberships/Subscriptions → Software/Licensing

Edited

Item #625-2 - Premier Support - eSign

LaChelle Carter | Jul 21, 2026 1:57 PM

Expense type

Memberships/Subscriptions → Software/Licensing

Edited

Item #625-3 - Multi Channel Delivery (1,000 instances)

LaChelle Carter | Jul 21, 2026 1:56 PM

Function code * select default, for finance only*

DEFAULT → 7600--All Other General Administration

Edited

Item #625-3 - Multi Channel Delivery (1,000 instances)

LaChelle Carter | Jul 21, 2026 1:56 PM

Goal code * select default, for finance only*

DEFAULT → 1200--ADA Split

Edited

Item #625-3 - Multi Channel Delivery (1,000 instances)

LaChelle Carter | Jul 21, 2026 1:56 PM

Lcap code * select default, for finance only*

DEFAULT → 0000--Unrestricted

Edited

Item #625-3 - Multi Channel Delivery (1,000 instances)

LaChelle Carter | Jul 21, 2026 1:56 PM

Resource code * select default, for finance only *

DEFAULT → **0000--Unrestricted**

Edited

Item #625-3 - Multi Channel Delivery (1,000 instances)

LaChelle Carter | Jul 21, 2026 1:56 PM

Expense type

Memberships/Subscriptions → **Software/Licensing**

Results Per Page: 10

Page 1 of 2

GHA Technologies, Inc.
"When Service and Delivery Count"®

INVOICE

Invoice Date	Invoice #
7/19/2026	2045546

NEW
Remittance Address:
Dept #880831, PO Box 29650
Phoenix, AZ 85038-9650
Fax: 480-951-6956
EIN# 86-0971967
www.gha-associates.com

Payment via ACH:
Routing No.: 122100024
Account No.: 836623900
JP Morgan Chase Bank
201 N. Central Avenue
Phoenix, AZ 85004
Email remittance to: cashapp@gha-associates.com

Bill To	Ship To
ACCOUNTS PAYABLE CALIFORNIA ONLINE PUBLIC SCHOOLS 33272 VALLE RD San Juan Capistrano CA 92675 United States	SANGAR SAFI SOFTMSP C/O CALOPS 271 OTT STREET UNIT 19 Corona CA 92882 United States

Terms	Terms Definition	Due Date
Net 60	PAYMENT IN GHA BANK 60 DAYS FROM DATE OF SHIPMENT	9/17/2026

Client PO #	Ship Via	Ship Date	Sales Professional
2026-27-2	GROUND	7/19/2026	CJH / MRS / KD

Qty	Item	Serial #	Description	Rate	Amount	Tax	Tracking #
30	CTO-XPS16	1CBGXL4, JSQGXL4, 1TQGXL4, 2TQGXL4, 3TQGXL4, 4TQGXL4, 5TQGXL4, 6TQGXL4, 7TQGXL4, 8TQGXL4, 9TQGXL4, BTQGXL4, DTQGXL4, GTQGXL4, HTQGXL4, JTQGXL4, 3VQGXL4, 4VQGXL4, 5VQGXL4, 7VQGXL4, 8VQGXL4, 9VQGXL4, BVQGXL4, CVQGXL4, FVQGXL4, 7WQGXL4, 8WQGXL4, 9WQGXL4, BWQGXL4, CWQGXL4	Dell XPS 16 DA16260 - CTO	2,795.10	83,853.00	Yes	
30	CA FEE 15" - LESS THAN 35" ** AS OF 1/1/20 **		CA Recycling Fee	5.00	150.00		
1	FRT		FREIGHT AND HANDLING AND INSURANCE	0.00	0.00	Yes	

To avoid late charges, please allow 7 to 10 days for US mail and bank posting. Please do not mail payments to our corporate Raintree address.

Subtotal	84,003.00
Tax (CA-CORONA CITY-RIVERSIDE(AS OF 7/1/21) 8.75%)	7,337.14
Total (USD)	91,340.14
Balance Due	$91,340.14

Paperless Option: Save money on envelopes, paper and help keep your account current. Email Credit@gha-associates.com to receive your invoice via email. Thank you for your business!

This invoice and sale are expressly conditioned upon buyer's acceptance of all terms and conditions at the following site: https://www.gha-associates.com/terms-and-conditions

INVOICE

Invoice Date	Invoice #
7/17/2026	2045359

NEW
Remittance Address:
Dept #880831, PO Box 29650
Phoenix, AZ 85038-9650
Fax: 480-951-6956
EIN# 86-0971967
www.gha-associates.com

Payment via ACH:
Routing No.: 122100024
Account No.: 836623900
JP Morgan Chase Bank
201 N. Central Avenue
Phoenix, AZ 85004
Email remittance to: cashapp@gha-associates.com

Bill To	Ship To
ACCOUNTS PAYABLE CALIFORNIA ONLINE PUBLIC SCHOOLS 33272 VALLE RD San Juan Capistrano CA 92675 United States	SANGAR SAFI SOFTMSP C/O CALOPS 271 OTT STREET UNIT 19 Corona CA 92882 United States

Terms	Terms Definition	Due Date
Net 60	PAYMENT IN GHA BANK 60 DAYS FROM DATE OF SHIPMENT	9/15/2026

Client PO #	Ship Via	Ship Date	Sales Professional
2026-27-2	GROUND	7/17/2026	CJH / MRS / KD

Qty	Item	Serial #	Description	Rate	Amount	Tax	Tracking #
60	S32D606UAN		Samsung ViewFinity S6 S32D606UANS60UD Series - LCD monitor - 32“ - 2560 x 1440 QHD @ 100 Hz - IPS - 350 cd/m² - 1000:1 - HDR10 - 5 ms - HDMI, DisplayPort, USB-C - black	385.00	23,100.00	Yes	I838782531
60	920-012427		Logitech Signature Slim Combo MK955 for BusinessKeyboard and mouse set - wireless - Bluetooth 5.1 LE	111.00	6,660.00	Yes	I838782531
60	CA FEE 15“ - LESS THAN 35” ** AS OF 1/1/20 **		CA Recycling Fee	5.00	300.00		
1	FRT		FREIGHT AND HANDLING AND INSURANCE	0.00	0.00	Yes	

To avoid late charges, please allow 7 to 10 days for US mail and bank posting. Please do not mail payments to our corporate Raintree address.

Subtotal	30,060.00
Tax (CA-CORONA CITY-RIVERSIDE(AS OF 7/1/21) 8.75%)	2,604.00
Total (USD)	32,664.00
Balance Due	$32,664.00

Paperless Option: Save money on envelopes, paper and help keep your account current. Email Credit@gha-associates.com to receive your invoice via email. Thank you for your business!

This invoice and sale are expressly conditioned upon buyer’s acceptance of all terms and conditions at the following site: https://www.gha-associates.com/terms-and-conditions

INVOICE

SoftMSP, LLC
271 Ott St Ste 19
Corona, CA 92882-7104

ssafi@softmsp.com
+1 (909) 645-5064
softmsp.com

Bill to
California Online Public Schools

Invoice details
Invoice no.: 1102
Terms: Net 30
Invoice date: 08/17/2026
Due date: 09/16/2026

P.O. No.: PO 2026-27-29

#	Product or service	Description	Qty	Rate	Amount
1.	**IT Hardware**	Lenovo Chromebook	1500	$511.00	$766,500.00
2.	**Software**	Chrome-OS	1500	$33.00	$49,500.00
3.	**Services**	Google ZTE	1500	$3.25	$4,875.00
4.	**CA E-Waste Recycle Fee**	CA E-Waste Recycle Fee	1500	$4.00	$6,000.00
5.	**Shipping**	Shipping	1	$1,500.00	$1,500.00

Subtotal	$828,375.00
Sales tax	$67,068.75
Total	**$895,443.75**

Ways to pay

BANK

1500 Chromebook Order

Note to customer

1500 Chromebook Order

View and pay

Insurance Bill

Bill Date: 08/10/26

The Hartford
Billing Company:
Hartford Fire Insurance Company

Pay The Minimum By The Due Date

Bill Account Number	**17143054**
Due Date	**09/01/26**
Minimum Due	**$25,685.99**
Balance	**$256,787.90**

Your Upcoming Bill Installments

Due Date	Minimum Due*
09/01/26	$25,685.99
10/01/26	$25,685.99
11/01/26	$25,685.99
12/01/26	$25,685.99
01/01/27	$25,685.99
02/01/27	$25,685.99
03/01/27	$25,685.99
04/01/27	$25,685.99
05/01/27	$25,685.99
06/01/27	$25,685.99

*Includes a $8.00 installment fee. You can avoid installment fees by paying your full balance by the due date.

Need Help?

Visit business.thehartford.com to pay bills, view policy documents, get certificates, and more.

Need Help? Chat online or call us at 1-866-467-8730. We're here Monday - Friday.

Named Insured: CALIFORNIA ONLINE PUBLIC SCHOOLS
Agent: NEWFRONT INSURANCE SERVICES
Agent Phone Number: 1-415-754-3635
For policy changes please contact your agent.

002611 1/2

Important Messages:

- Please make sure to pay the minimum due by the due date on your invoice. Otherwise, you'll be charged a $35.00 late fee.

Pay your bill online at business.thehartford.com. Make a one-time payment, or sign up for Autopay and never worry about missing a payment.

Please detach here and insert with your payment. Write the account number on the check and make payable to The Hartford.

Account Number: **17143054**

Amount Enclosed: _____

Payment Due Date	**09/01/26**
Minimum Due	**$25,685.99**
Balance	**$256,787.90**

Mail Payments To:

The Hartford
P O Box 660916
Dallas, TX 75266-0916

AB 01 002611 87897 H 13 B
CALIFORNIA ONLINE PUBLIC SCHOOLS
33272 VALLE RD
SAN JUAN CAPISTRANO, CA 92675-4842

5717143054475569360000256859900025678790810008

13217039 08/10/26 02 57 17143054 92 NU57

Billing Details For Your Policies

Policy Number	Policy Type	Policy Period	Policy Status	Bill Plan	Balance	Minimum Due
57WBAD4FAB	Workers Compensation	07/01/26-07/01/27	Active	12 Pay	$256,779.90	$25,677.99
	New Fees				$8.00	$8.00
				TOTALS	$256,787.90	$25,685.99

Transactions And Other Charges Since Your Last Bill

Transaction Date	Transaction Detail	Policy Number	Policy Type	Payments and Activity	Billing Fees
07/27/26	Payment Received			-$36,394.10	
08/10/26	Installment Fee				$8.00

Payments and Activity amount may include premium and surcharges/fees. Please see the Transaction Detail column for complete breakdown.

Ways To Pay Your Bill

- **Pay online** at business.thehartford.com. Some policies may not be available in our automated system.
- **Set up AutoPay** to make automatic payments from your bank account. Never worry about missing a payment. Enroll at business.thehartford.com.
- **Pay by phone** with a one-time payment from your bank account. Call our automated system at 1-866-467-8730. Some policies may not be available in our automated system.
- **Pay by mail** with the enclosed envelope. Include only your bill stub and payment. Allow atleast 10 days for delivery. If you have other correspondence to send, do not send it with your payment. Mail it separately to: The Hartford, 301 Woods Park Drive, Clinton, NY 13323.
- **To mail Overnight/Express** payments, send payments only to: Deluxe - The Hartford Box #916, 3000 Kellway Drive Suite 120, Carrollton, TX 75006.

Payment Rules And Bill Definitions

Payment Application: We will apply payments received in the following order:

- Past due and audit premium on expired or cancelled policies
- Past due premium on active policies
- Past due fees, then
- Current account changes

Alternate payment instructions with your check will not be honored. When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic transfer from your bank account or process your payment as a check transaction.

Installment Fee: We charge this fee with each installment, except where prohibited by law.
Late Fee: You will be charged $35.00 when the minimum amount due isn't paid by the due date.

New Fees: The total of all fees assessed on the current bill.

NSF Fee: You will be charged $30.00 if your payment fails because of insufficient funds.

Policy Credits: Some things, like audit results or endorsement changes, might put a credit back on your account. If your account has a balance, instead of issuing a refund, we use those credits toward your future payments. If your account has an overall credit balance, the refund will be issued to you using the same method you used to make your last payment (Electronic Funds Transfer, credit card or check).

Credit Card Surcharge: Policyholders who choose to pay their premium by credit card, where permitted, will incur a surcharge of up to 2.95% of the total payment amount. This surcharge is charged, collected, and retained by a third-party payment vendor.

State/Local Surcharges or Fees: Some states or municipalities require us to collect an extra amount on top of your premium.

002611 2/2

California Online Public Schools

Finance CalOPS <finance@californiaops.org>

Fwd: HSA Funding Activity Initiated

1 message

Tracy Le <tle@californiaops.org> Tue, Aug 25, 2026 at 8:02 AM
To: CalOPS Finance <finance@californiaops.org>
Cc: CalOPS Human Resources - Payroll <payroll@californiaops.org>

Please see below for HSA funding from the 8/25 payroll.

Tracy Le
Assistant Director of Human Resources
949-529-1667
Pronouns: she/her
California Online Public Schools

Our real legacy is not what we accomplish individually but what we do for others and how we motivate them to work together for a common goal.

Statement of Confidentiality: The contents of this e-mail message and any attachments are intended solely for the addressee. The information may also be confidential and/or legally privileged. This transmission is sent for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction, or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any. E-mail is covered by the Electronic Communications Privacy Act, 18 USC SS 2510-2521 and is legally privileged.

Begin forwarded message:

From: noreply@goigoe.com
Date: August 25, 2026 at 4:00:06 AM PDT
To: tle@californiaops.org
Subject: HSA Funding Activity Initiated

igoe

HSA Payroll Funding Details of California Online Public Schools	
Account Name:	California Online Public Schools HSA Funding
Activity amount:	$25,293.29
Activity date:	08/24/2026

Your funding account will be debited for the amount listed above. This amount is reflective of deposits to your employees' HSA. You are receiving this notice as one of the following activities has taken place:

- A payroll contribution file has been imported into our system on your behalf

- Deposits have been successfully recorded using the contribution manager
- An account pending CIP has been successfully opened

For details about the specific account level activity, you can reference the HSA Payroll Reconciliation Report in the employer portal or you can go to the Contribution Manager to view your pending and successful payroll deposits. Due to timing, transaction details may not be available until tomorrow morning. In a future enhancement, account level detail will be available in a new invoicing screen to further help with record keeping and reconciliation.

If you have any questions regarding this email or its contents, please reach out to your Client Relations Executive.

Thank you for your partnership,

Igoe Administrative Services

---

mime-attachment
2K

California Online Public Schools 401(k) - 522213-01

Reference Number	Payroll Date	Expected Total [1]	Cash Effective Date [2]
2912120808	08/21/2026	$157,366.94	08/24/2026

[1] Expected Total is used for reconciliation purposes only. It may or may not equal the actual total for the contribution.
[2] If processed before 2 a.m. Eastern Time.

Money Source	Description	Verify Money Source	Total Amount
BTK 1	EMPLOYEE BEFORE TAX	✓	$75,506.48
RTH 1	ROTH CONTRIBUTION	✓	$23,425.76
SHM 1	SAFE HARBOR MATCH	✓	$58,434.70

Expected Total: $157,366.94
Actual Total: $157,366.94

Total Amount to be Remitted by Employer: $157,366.94

Account nickname	Bank	Bank account number	Amount
Payroll	JPMORGAN CHASE BANK, NA	XXXXX7900	$157,366.94

Total: $157,366.94
Remaining Balance: $0.00

Confirmation Messages:
✓ I have read and accept all warnings and notices on this page.

Print Employee Contributions have been processed and submitted.
You may print this page as confirmation for your records.

Verification Code:
-128,35,-97,-13,-107,45,-97,84,31,-5,32,15,-23,-123,21,120,85,37,51,-54,-31,-11,58,99,-128,-44,38,-45,-12,-99,-61,118,-125,10,-67,-106,18,-73,74,-124,30,87,-71,-22,94,18,-107,-124,52,-73,67,61,121,-62,-109,82,-38,-9,22,-31,13,-8,23,-82

J.P.Morgan

JPMORGAN CHASE BANK NA
P.O. BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	[redacted]
PAYMENT DUE DATE	08/25/2026
AMOUNT DUE	$175,117.74
CURRENT BALANCE	$175,117.74

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED $

CALOPS
DEBORAH LARSON
33272 VALLE RD
SAN JUAN CAPISTRANO CA 92675-4842

** 0000000

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALOPS

ACCOUNT NUMBER: [redacted]

CLOSING DATE	07-31-26
CREDIT LIMIT	1,000,000
AVAILABLE CREDIT	824,882

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	159,226.48
PURCHASES AND OTHER CHARGES	178,936.36
CASH ADVANCES	.00
CREDITS	3,818.62
PAYMENTS	159,226.48-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**175,117.74**
TOTAL PAYMENT DUE	175,117.74
DISPUTED AMOUNT	.00

ACCT. NUMBER: [redacted] CALOPS

COMMERCIAL ACCOUNT ACTIVITY

CALOPS [redacted]
ACCOUNTING CODE:

TOTAL COMMERCIAL ACTIVITY $159,226.48CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-27		AUTO PAYMENT DEDUCTION	159,226.48CR

INDIVIDUAL CARDHOLDER ACTIVITY

KARLEY STILSON [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$768.20	$0.00	$768.20

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-16	07-14	24692166196402143716854	TST*JIMMYS FAMOUS AMERI DANA POINT CA P.O.S.: 00114548033211923109aa SALES TAX: 0.00	143.47
07-17	07-15	24692166197403250508711	RESIDENCE INN SAN JUAN SANJUAN CAPIS CA H6 979 ARRIVAL: 07-13-26	624.73
			Total Travel Activity	$768.20

TRACY PINCKNEY [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$347.80	$0.00	$347.80

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-03	07-01	24692166183400084638520	SOUTHWES 5262176125925 800-435-9792 TX PINCKNEY/TRACY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN J SNA WN F SMF	306.80
07-03	07-01	24692166183400084638538	SWA*PREMSEAT5264337474126 800-435-9792 TX PINCKNEY/TRACY DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	41.00
			Total Travel Activity	$347.80

LEEANN HERNANDEZ [redacted]
ACCOUNTING CODE:

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$572.45	$0.00	$572.45

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-06	07-02	24692166184401062443536	VENETIAN/PALAZZO RM LAS VEGAS NV CONCESSION ARRIVAL: 07-02-26	219.96
07-23	07-22	24692166203409198064065	SQ *JAYBIRDS NASHVILLE CH LAS VEGAS NV P.O.S.: 000115292151738722208 SALES TAX: 0.00	29.25
07-24	07-22	24692166204409726395832	BOUCHON BAKERY 1 LAS VEGAS NV P.O.S.: 2526335 SALES TAX: 1.32	17.12

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-24	24692166206401938432816	VENETIAN/PALAZZO FRT D 866-659-9643 NV 462044 ARRIVAL: 07-22-26	306.12
			Total Travel Activity	$572.45

RYAN DREIFUS [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$0.00	$385.09	$0.00	$385.09

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-24	07-22	24692166204409746377554	TST*BLOOM NEW SAN JUAN CAPI CA P.O.S.: 00249441033372232582aa SALES TAX: 0.00	385.09
			Total Travel Activity	$385.09

RICHARD SAVAGE [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$0.00	$2,585.60	$0.00	$2,585.60

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-30	07-30	24793386211000901445220	FACEBK *XESKUV5562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
			Total Purchasing Activity	$900.00

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-13	07-10	24717056192871922509060	DELTA AIR 0062445588130 800-2211212 CA SAVAGE/RICHARD DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SLC DL T SNA DL L SLC	842.80
07-13	07-10	24717056192871922509078	DELTA AIR 0062445588131 800-2211212 CA SAVAGE/KATHERIN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SLC DL T SNA DL L SLC	842.80
			Total Travel Activity	$1,685.60

THANETTE SHORT [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$0.00	$382.80	$0.00	$382.80

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-16	07-14	24692166196402377319474	SOUTHWES 5262180560717 800-435-9792 TX SHORT/THANETTE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN A SNA WN P SMF	382.80
			Total Travel Activity	$382.80

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

HILARY BESSETTE [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$769.31	$0.00	$769.31

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-17	07-15	24692166197403367148054	SOUTHWES 5262180840890 800-435-9792 TX BESSETTE/HILARY HEWI DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 BUF WN F MDW WN F PHX WN F SNA WN C DEN	529.71
07-21	07-20	24022336201010658631997	KENTUCKY STATE FAIR BOARD LOUISVILLE KY	10.00
07-22	07-20	24692166202407713072994	TST*I LOVE TACOS- OMNI LOUISVILLE KY P.O.S.: 0016003603333297702 3aa SALES TAX: 0.00	25.16
07-22	07-21	24692166202407997293589	SQ *CON HUEVOSI LOUISVILLE KY P.O.S.: 000230584302488740 5272 SALES TAX: 0.00	67.99
07-27	07-24	24022336205010662754849	KENTUCKY STATE FAIR BOARD LOUISVILLE KY	48.00
07-27	07-24	24034546206005605664351	99009 - BUFFALO AIRPORT BUFFALO NY	73.08
07-27	07-24	24431066206473943141417	STARBUCKS EVENINGS SDF LOUISVILLE KY	15.37
			Total Travel Activity	$769.31

MARCUS WHITE [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$71.51	$0.00	$71.51

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-21	07-20	24000976201100802183026	THE UPS STORE 6192 805-5509230 CA P.O.S.: V6192-29260720172 SALES TAX: 0.96	71.51
			Total Purchasing Activity	$71.51

MACKENZIE DURAN [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$840.16	$0.00	$840.16

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-14	07-13	24022336194010649866875	RIVER STREET MARKETPLACE SN JUAN CAPO CA	2.00
07-16	07-15	24137466196100329910682	TST* LUPE'S DANA POINT DANA POINT CA P.O.S.: IH9FDmoWpmIRRjgyj SALES TAX: 6.36	104.70
07-16	07-14	24692166196402123664306	TST*ELLIES TABLE - SJC SAN JUAN CAPI CA P.O.S.: 00122366033201911107aa SALES TAX: 0.00	119.75
07-17	07-15	24692166197403250508703	RESIDENCE INN SAN JUAN SANJUAN CAPIS CA H6 976 ARRIVAL: 07-13-26	613.71
			Total Travel Activity	$840.16

LESLIE DOMBEK [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$751.74	$0.00	$751.74

ACCOUNTING CODE:

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-20	07-17	24692166198404009747930	COURTYARD SAN LUIS SAN LUIS OBIS CA 100790 ARRIVAL: 07-15-26	289.70
07-20	07-17	24692166200405956158662	COURTYARD SAN LUIS SAN LUIS OBIS CA 100790 ARRIVAL: 07-15-26	462.04
			Total Travel Activity	$751.74

AYESHA VISHNANI [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,276.53	$0.00	$1,276.53

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-23	24692166205400887254602	RESIDENCE INN SAN JUAN SANJUAN CAPIS CA H6 983 ARRIVAL: 07-21-26	699.74
07-29	07-27	24692166209404819873832	UNITED 0162124750828 UNITED.COM TX VISHNANI/AYESHA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 IAH UA W SNA UA W IAH	576.79
			Total Travel Activity	$1,276.53

BRETT ADAM [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$843.33	$0.00	$843.33

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-14	07-13	2404547619500170121758 2	FERMENTATION FARM - SA 949-6500830 CA P.O.S.: 20260714000746 SALES TAX: 8.50	141.66
07-16	07-15	2403629619674473682 2817	UBER *TRIP HELP.UBER.COM CA P.O.S.: YEOOWP2W SALES TAX: 0.00	57.94
07-17	07-15	2444500619730073388 1491	PMT*SAC CO AIRPORT PARKNG SACRAMENTO CA	63.00
07-17	07-15	24692166197403250508695	RESIDENCE INN SAN JUAN SANJUAN CAPIS CA H6 975 ARRIVAL: 07-13-26	580.73
			Total Travel Activity	$843.33

HUMAN RESOURCES DEPT [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$15.45	$0.00	$15.45

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-13	07-10	24755426191271911262145	CA SECRETARY OF STATE WEB 916-6951338 CA P.O.S.: 299071015545515 SALES TAX: 0.00	5.00
07-21	07-20	24767926201900016906502	CSI-SECRETARY OF STATE 877-3323901 MO P.O.S.: 20260720132427 SALES TAX: 0.00	10.45
			Total Purchasing Activity	$15.45

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

LACHELLE CARTER [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
ACCOUNTING CODE:	$0.00	$71.80	$0.00	$71.80

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-07	07-06	24137466188001598426329	USPS PO 0541180015 LONG BEACH CA P.O.S.: None SALES TAX: 0.00	71.80
			Total Purchasing Activity	$71.80

FINANCE DEPARTMENT [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
ACCOUNTING CODE:	$3,818.62	$169,254.59	$0.00	$165,435.97

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-01	06-30	24793386181000112663211	FACEBK *2LZPVSR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-02	07-01	24204296182002011223082	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P44204EE36 SALES TAX: 0.00	473.20
07-02	07-01	24692166182401845292814	GOOGLE *ADS9121351564 CC@GOOGLE.COM CA P.O.S.: P1mtf9vP SALES TAX: 0.00	9,595.44
07-02	07-01	24793386182000617714088	FACEBK *2HX6CTV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-03	07-02	24445006183200311478023	4TE*SONITROL OF ORANGE CO 949-297-4357 CA P.O.S.: AF4C64DAB0F SALES TAX: 0.00	252.86
07-03	07-02	24692166183402633818959	TIKTOK ADS *TIKTOK ADS.TIKTOK.CO CA P.O.S.: 00000000000000000 SALES TAX: 0.00	3,480.64
07-03	07-02	24793386183000746811093	FACEBK *788Q2UM462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-06	07-04	24793386184000041282098	FACEBK *CP73TTD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-06	07-05	24793386186000611311077	FACEBK *6BPBFTR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-07	07-06	24793386187003000184096	FACEBK *U5RH4VZ462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-08	07-07	24204296188001495154080	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P445655F12 SALES TAX: 0.00	502.90
07-08	07-07	24793386188000026941086	FACEBK *UV2ZZU9562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-08	07-07	24906416188261885278692	CALLAWAY OGIO 800-2282767 CA P.O.S.: 11240474 SALES TAX: 193.75	2,818.75
07-09	07-08	24793386189000327195076	FACEBK *VLMUKT5562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-10	07-09	24755426190291904972444	RIFTON EQUIPMENT 800-5718198 NY P.O.S.: J0H11 SALES TAX: 0.00	456.75
07-10	07-09	24793386190000012859215	FACEBK *D93BDVZ462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	1.45

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-10	07-10	24793386191000906257087	FACEBK *GLUG9UV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-10	07-09	74083426190100029940350	ORGANIMI TORONTO ON	568.44
07-13	07-11	24793386192000837183229	FACEBK *TER8YUM462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-13	07-12	24793386193000023526073	FACEBK *763NJV9562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-13	07-10	24906416191262148090531	NASSP PRODUCT & SERVICE 703-8600200 VA P.O.S.: 2529132PS SALES TAX: 0.00	770.00
07-14	07-13	24064666195100000113724	INSTRUCTURECON 2026 - INSTRUCTURE.C UT P.O.S.: ch3slaemzrk4v2h4zcw SALES TAX: 0.00	4,176.40
07-14	07-14	24793386194000755769064	FACEBK *F5MKBUR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-15	07-14	24204296195001426071214	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P4490FA4A5 SALES TAX: 0.00	500.73
07-15	07-14	24492166195100063613480	YOUNG, MINNEY & CORR WWW.YMCLEGAL. CA P.O.S.: ch3txdgp33624gti SALES TAX: 0.00	75.00
07-15	07-14	24492166196100007965177	YOUNG, MINNEY & CORR WWW.YMCLEGAL. CA P.O.S.: ch3txjgp33623z SALES TAX: 0.00	75.00
07-15	07-14	24492166196100008172757	YOUNG, MINNEY & CORR WWW.YMCLEGAL. CA P.O.S.: ch3txgp33622xrqi SALES TAX: 0.00	75.00
07-15	07-15	24793386196001002682066	FACEBK *6GPQAVH462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-16	07-15	24000776196100042755048	VENTRIS LE* VENTRIS LE WWW.VENTRISLE WI P.O.S.: ch3tctkkj61ahie SALES TAX: 0.00	90.00
07-16	07-15	24000776196100043271110	VENTRIS LE* VENTRIS LE WWW.VENTRISLE WI P.O.S.: ch3twctkkj61agua SALES TAX: 0.00	90.00
07-17	07-16	24445006197300733898578	PY *JAYS CATERING 714-636-6045 CA P.O.S.: E305260-01 SALES TAX: 6.73	212.19
07-17	07-16	24445006197300733898651	PY *JAYS CATERING 714-636-6045 CA P.O.S.: E305261-01 SALES TAX: 1.69	217.34
07-17	07-16	24492166198100010982209	YOUNG, MINNEY & CORR WWW.YMCLEGAL. CA P.O.S.: ch3twndgp336382z6 SALES TAX: 0.00	75.00
07-17	07-16	24793386197000115339068	FACEBK *UHZJVUV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-20	07-19	24064666201100001346283	WWW.TANGO.AI TANGO.AI CA P.O.S.: in1TuxQEH3Ean3sdonuVoR6np SALES TAX: 0.00	1,620.00
07-20	07-17	24793386198000345082222	FACEBK *CYWN2VV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-20	07-19	24793386200000200394221	FACEBK *C7PJMU5562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-20	07-20	24793386201000310222097	FACEBK *Z32FYUR462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-21	07-20	24445006201300730379774	PY *INSECT IQ PEST CONTRO 209-583-3288 CA P.O.S.: 275617 SALES TAX: 0.00	94.72

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-22	07-22	24204296203001193530228	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P44D6A3D6E SALES TAX: 0.00	500.86
07-22	07-21	24793386202000321592081	FACEBK *M8G9MVD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-23	07-22	24692166203408985169236	GOOGLE *ADS9121351564 CC@GOOGLE.COM CA P.O.S.: P1n19myX SALES TAX: 0.00	25,000.00
07-23	07-22	24692166203409290461904	HP *INSTANT INK 855-785-2777 CA P.O.S.: T_W6FPUFCC260722192242 SALES TAX: 0.00	36.79
07-23	07-22	24793386203000334083085	FACEBK *TDAJLW9562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-24	07-23	24000776205100001663620	VENTRIS LE* VENTRIS LE WWW.VENTRISLE WI P.O.S.: ch3w39qctkkj61wud SALES TAX: 0.00	95.59
07-24	07-23	24116416204832935621283	GOTPRINT.COM 877-922-7374 CA P.O.S.: 54490982 SALES TAX: 392.98	4,135.37
07-24	07-24	24793386204000747760211	FACEBK *AABWWVD562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-27	07-25	24793386206000608676215	FACEBK *EB5UVW9562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-27	07-26	24793386207000421091096	FACEBK *GLTVZVV462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-28	07-27	24793386208002207710096	FACEBK *SAK2PWH462 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-29	07-28	24000776209100043860289	VENTRIS LE* VENTRIS LE WWW.VENTRISLE WI P.O.S.: ch3xv0jctkkj612b13w SALES TAX: 0.00	95.78
07-29	07-27	24765796209017035253815	TSPOONS COOKING SCHOOL 949-520-0609 CA P.O.S.: 0000126921 SALES TAX: 0.00	1,584.00
07-29	07-28	24793386209000938715219	FACEBK *K5SYPV5562 650-5434800 CA P.O.S.: 479338003194766 SALES TAX: 0.00	900.00
07-31	07-31	24692166212407207056907	FACEBK *NSBQJWV462 650-543-7818 CA P.O.S.: 27790025220681818 SALES TAX: 0.00	900.00
07-31	07-30	24755426211272114269438	PARADISE DRINKING WATERS 999-9999999 CA P.O.S.: CCP26073005020219 SALES TAX: 0.00	35.30
07-31	07-30	24793386211000425524070	FLYWIRE*CVENT 800-3469252 DE P.O.S.: FLYWIRE*CVENT SALES TAX: 0.00	361.53
			Total Purchasing Activity	$80,567.03

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-01	06-30	24692166181401122121687	ADT SECURITY*404964992 WWW.ADT.COM FL P.O.S.: 00000000000000000 SALES TAX: 0.00	120.07
07-31	07-30	24692166211406907141242	ADT SECURITY*404964992 WWW.ADT.COM FL P.O.S.: 00000000000000000 SALES TAX: 0.00	120.07
			Total Activity	$240.14

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-03	07-01	24445006183500702594084	PY *STOR IT CLOVIS 559-32 559-359-0533 CA P.O.S.: 5e938383-6c9c-4 SALES TAX: 9.28	116.00
07-06	07-02	24692166184401062443528	VENETIAN/PALAZZO RM LAS VEGAS NV CONCESSION ARRIVAL: 07-02-26	219.96
07-06	07-04	24692166185402226153440	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	69.21
07-07	07-06	24053456187462677616739	AMERICAN AIR0012357516305 FORT WORTH TX THOMAS/FAITH DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 CRP AA S DFW AA S SNA AA S DFW	672.40
07-07	07-06	24053456187462677628205	AMERICAN AIR0012357519901 FORT WORTH TX WAHPEPAH/KASHAOKIWAK DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PHL AA O PHX AA O SNA AA N DFW	682.40
07-07	07-06	24692166188404142053271	DELTA 0062444047437 800-221-1212 GA RONEY/COURTNEY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 LEX DL H ATL DL H SNA DL H SLC DL H ATL	1,043.70
07-07	07-06	24717056188871882097342	DELTA AIR 0062444814699 800-2211212 CA FRAMPTON/DENISE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 RDM DL K SLC DL K SNA DL Q SEA DL Q RDM	796.41
07-07	07-06	24717056188871882217502	DELTA AIR 0062444640793 800-2211212 CA HOPPE/NANCY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 BNA DL W SLC DL W SNA DL L DTW DL L BNA	951.40
07-07	07-06	24717056188871882239068	DELTA AIR 0062444147343 800-2211212 CA HUTCHISON/JULIA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 BNA DL S ATL DL S SNA DL S SEA DL S BNA	1,025.40
07-07	07-06	24717056188871882348257	DELTA AIR 0062444730743 800-2211212 CA ROTH/KELLY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 BNA DL X SLC DL X SNA DL U MSP DL U BNA	706.40
07-07	07-06	24717056188871882611860	DELTA AIR 0062444995514 800-2211212 CA WHITEHEAD/CHRIS DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 IAH DL S SLC DL S SNA DL S SLC DL S IAH	587.39
07-07	07-06	24717056188871882719077	DELTA AIR 0062444986479 800-2211212 CA KING/TRAVIS DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 MKE DL L SLC DL L SNA DL H MSP DL H MKE	948.40
07-08	07-06	24431066188463263203790	ALASKA AIR 0272150864254 SEATTLE WA MEYERS/AMY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SEA AS G SNA AS S SEA	571.80
07-08	07-07	24466286188813543524997	BREEZE AIRWAV4PDHF COTTONWOOD HE UT SHARP AMY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PVU MX C SNA MX D PVU	208.00
07-08	07-07	24466286188813543525531	BREEZE AIRWAB3C3XV COTTONWOOD HE UT CANNON TARA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PVU MX C SNA MX D PVU	264.00

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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-08	07-06	2469216618840464478958 8	UNITED 0162118140671 UNITED.COM TX BILLER/ASHLEY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 MFR UA S SFO UA S SNA UA W DEN UA W MFR	613.75
07-08	07-06	2469216618840464478959 6	UNITED 0162118151239 UNITED.COM TX CASTILLO/MICHELLEJEA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 MSO UA V DEN UA V SNA UA U SFO UA U MSO	1,108.69
07-08	07-06	2469216618840464478960 4	UNITED 0162118155082 UNITED.COM TX CERVANTES/STEPHANIE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 HSV UA Q DEN UA Q SNA UA Q IAH UA Q HSV	944.39
07-08	07-06	2469216618840464515228 1	UNITED 0164711480203 UNITED.COM TX BILLER /ECONOMY P DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	94.60
07-08	07-06	2469216618840464515229 9	UNITED 0164711480204 UNITED.COM TX BILLER /ECONOMY P DEPART: 0- 0- 0 P.O.S.: SALES TAX: $0.00	94.60
07-08	07-06	2469216618840478873203 0	SOUTHWES 5262177312533 800-435-9792 TX FORD/SHANNON DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 DAL WN I SNA WN E SJC WN E DAL	742.60
07-08	07-06	2469216618840478873204 8	SOUTHWES 5262177356526 800-435-9792 TX GEARING/REBECCA JO DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 TUS WN F PHX WN F SNA WN V PHX WN V TUS	483.40
07-08	07-06	2469216618840478873205 5	SOUTHWES 5262177321775 800-435-9792 TX NIMS/NICOLE BETH DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 PDX WN G SJC WN G SNA WN G SMF WN G PDX	556.40
07-08	07-06	2469216618840478873206 3	SOUTHWES 5262177349608 800-435-9792 TX CORDERO/LEIGHANN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SLC WN Z PHX WN Z SNA WN Z SJC WN Z SLC	528.41
07-08	07-06	2469216618840478873207 1	SOUTHWES 5262177445891 800-435-9792 TX GREEN/SUSAN DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	588.80
07-08	07-06	2469216618840478873208 9	SOUTHWES 5262177335414 800-435-9792 TX BRANDOW/HEATHER DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 DAL WN E PHX WN E SNA WN E SJC WN E DAL	688.39
07-08	07-06	2469216618840478873209 7	SOUTHWES 5262177316228 800-435-9792 TX GONZALEZ/BETH DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SLC WN Z OAK WN Z SNA WN Z SJC WN Z SLC	528.41
07-08	07-06	2469216618840478873210 5	SOUTHWES 5262177375046 800-435-9792 TX SAMUELS/JASMINE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PHX WN E SNA WN E PHX	510.80

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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-08	07-06	24692166188404788732113	SOUTHWES 5262177391420 800-435-9792 TX SEARS/JENNIFER DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PHX WN E SNA WN E PHX	370.80
07-08	07-06	24692166188404788732121	SOUTHWES 5262177325366 800-435-9792 TX PHILLINGANES/CYNTHIA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 LAS WN E SNA WN I LAS	519.81
07-08	07-06	24692166188404788732139	SOUTHWES 5262177426909 800-435-9792 TX TONER/FRANCHESCA LEE DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	588.80
07-08	07-06	24692166188404788732147	SOUTHWES 5262177308297 800-435-9792 TX DI MAIO/CRYSTAL DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 PHX WN E SNA WN E PHX	520.81
07-08	07-06	24692166188404788732154	SOUTHWES 5262177361755 800-435-9792 TX KULIKOV/ALEXE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 LAS WN Z SNA WN I LAS	510.81
07-08	07-06	24692166188404788732162	SOUTHWES 5262177372015 800-435-9792 TX POLITIS/REBECCA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SEA WN V SJC WN V SNA WN A SMF WN A SEA	466.40
07-08	07-06	24692166188404788732170	SOUTHWES 5262177453252 800-435-9792 TX BANKS/CHRISTINA DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	518.81
07-08	07-06	24692166188404788732188	SOUTHWES 5262177449551 800-435-9792 TX FOLSOM/TRAVIS DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	588.80
07-08	07-06	24692166188404788732196	SOUTHWES 5262177339881 800-435-9792 TX CARLON/LEAH DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PDX WN E SNA WN A OAK WN A PDX	491.91
07-08	07-06	24692166188404788732204	SOUTHWES 5262177352487 800-435-9792 TX EUBANKS/MARCI GAIL DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 STL WN E DEN WN E SNA WN E DEN WN E STL	766.39
07-08	07-06	24692166188404788732212	SOUTHWES 5262177318932 800-435-9792 TX HARRIS/ELNORA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 LAS WN E SNA WN I LAS	519.81
07-08	07-06	24692166188404788732220	SOUTHWES 5262177430772 800-435-9792 TX MANUEL/MICHAEL DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	588.80
07-08	07-06	24692166188404788732238	SOUTHWES 5262177362251 800-435-9792 TX MEYERS/AMY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SEA WN V LAS WN V SNA WN A SMF WN A SEA	466.40

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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-08	07-06	24692166188404788732246	SOUTHWES 5262177319654 800-435-9792 TX MOSSO/SHERYL DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 LAS WN E SNA WN G LAS	458.80
07-08	07-06	24692166188404788732253	SOUTHWES 5262177431149 800-435-9792 TX LAREDO/STACY LYNN DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 OAK WN Z SNA WN G OAK	474.80
07-08	07-06	24692166188404788732261	SOUTHWES 5262177326033 800-435-9792 TX PRITIKIN/KIMBERLY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 ATL WN T DEN WN T SNA WN T LAS WN T ATL	736.40
07-08	07-06	24692166188404788732279	SOUTHWES 5262177397323 800-435-9792 TX SULMAN/SARAH ANNE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 PHX WN E SNA WN E PHX	510.80
07-08	07-06	24692166188404788732287	SOUTHWES 5262177304203 800-435-9792 TX DEAN/KYRRA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 DAL WN I SNA WN T DAL	806.80
07-08	07-06	24692166188404788732295	SOUTHWES 5262177357018 800-435-9792 TX HICKEY/AMY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 DAL WN E SNA WN E SMF WN E DAL	678.59
07-08	07-06	24692166188404788732303	SOUTHWES 5262177414869 800-435-9792 TX WORKMAN/SHAINA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 DEN WN E SNA WN G DEN	528.80
07-08	07-06	24692166188404788732311	SOUTHWES 5262177427389 800-435-9792 TX SHVARTS/SARAH DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 SJC WN U SNA WN P SJC	547.80
07-08	07-06	74692166188404789389397	SOUTHWES 5264338225838 800-435-9792 TX MOSSO/SHERYL DEPART: 07-06-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	10.00CR
07-08	07-06	74692166188404789389405	SOUTHWES 5262177362251 800-435-9792 TX MEYERS/AMY DEPART: 07-06-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	466.40CR
07-08	07-06	74692166188404789389413	SOUTHWES 5262177372015 800-435-9792 TX POLITIS/REBECCA DEPART: 07-06-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	466.40CR
07-09	07-07	24692166189405709610097	SOUTHWES 5262177834150 800-435-9792 TX HEDRICK/PAUL DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610105	SOUTHWES 5262177838693 800-435-9792 TX KHUN/THAVRY CHARLENE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN U SMF	525.77

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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-09	07-07	24692166189405709610113	SOUTHWES 5262177845156 800-435-9792 TX VAN DUYN/TANYA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610121	SOUTHWES 5262177793101 800-435-9792 TX ISRAEL/GREGORY SCOTT DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610139	SOUTHWES 5262177779837 800-435-9792 TX ATILANO/BRANDI YVONN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610147	SOUTHWES 5262177781566 800-435-9792 TX LOSEY/CHASE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN U SMF	525.77
07-09	07-07	24692166189405709610154	SOUTHWES 5262177831591 800-435-9792 TX HODGES/KRISTIN DENIS DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610162	SOUTHWES 5262177758094 800-435-9792 TX AKERS/AIKO DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610170	SOUTHWES 5262177836289 800-435-9792 TX LEE/JONATHAN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	564.72
07-09	07-07	24692166189405709610188	SOUTHWES 5262177779329 800-435-9792 TX BRADFORD/CYNTHIA R DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610196	SOUTHWES 5262177774521 800-435-9792 TX DUNKLEY/SHAWN KATHER DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610204	SOUTHWES 5262177840825 800-435-9792 TX ZIMMERMAN/KIMBERLY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN U SMF	525.77
07-09	07-07	24692166189405709610212	SOUTHWES 5262177769247 800-435-9792 TX EHRKE/MARY NICOLE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610220	SOUTHWES 5262177765273 800-435-9792 TX FENDER/DANIELLE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-09	07-07	24692166189405709610238	SOUTHWES 5262177762219 800-435-9792 TX MCDEVITT/NEIL PAUL DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	564.72

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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-09	07-08	2471705619087190082042 4	DELTA AIR 0062445642557 800-2211212 CA PRITIKIN/KIMBER DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 ATL DL S SNA DL L ATL	981.80
07-09	07-07	7469216618940570930234 4	SOUTHWES 5264338485581 800-435-9792 TX RODRIGUES/ATHEANA DEPART: 07-07-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	10.32 CR
07-09	07-07	7469216618940570930235 1	SOUTHWES 5262177321775 800-435-9792 TX NIMS/NICOLE BETH DEPART: 07-07-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	556.40 CR
07-09	07-07	7469216618940570930236 9	SOUTHWES 5264338547102 800-435-9792 TX GREEN/SUSAN DEPART: 07-07-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	70.00 CR
07-10	07-08	2443106619046450131807 3	ALASKA AIR 0272151117650 SEATTLE WA NIMS/NICOLE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 PDX AS V SNA AS S PDX	822.96
07-10	07-08	2469216619040666148704 2	SOUTHWES 5262178268205 800-435-9792 TX BLAKE/JENNIFER LYNN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	533.48
07-10	07-08	2469216619040666148705 9	SOUTHWES 5262178352535 800-435-9792 TX MCDEVITT/NEIL PAUL DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	34.09
07-10	07-08	2469216619040666148706 7	SOUTHWES 5262178254123 800-435-9792 TX LUEDTKE/KRISTIN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	491.68
07-10	07-08	2469216619040666148707 5	SOUTHWES 5262178249411 800-435-9792 TX BLACK/RILEY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	564.72
07-10	07-08	2469216619040666148708 3	SOUTHWES 5262178304870 800-435-9792 TX HINOJOS/KRYSTAL DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN U SMF	525.77
07-10	07-08	2469216619040666148709 1	SOUTHWES 5262178307679 800-435-9792 TX GRAY/MICHAEL JOSEPH DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	499.39
07-10	07-08	2469216619040666148710 9	SOUTHWES 5262178310854 800-435-9792 TX COX/REMINGTON DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	564.72
07-10	07-08	2469216619040666148711 7	SOUTHWES 5262178303053 800-435-9792 TX HOHN/DANA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN U SMF	525.77

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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-10	07-08	24692166190406661487125	SOUTHWES 5262178351400 800-435-9792 TX LEE/JONATHAN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	34.09
07-10	07-08	24692166190406661487133	SOUTHWES 5262178333633 800-435-9792 TX COX/REMINGTON DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	34.09
07-10	07-08	24692166190406661487141	SOUTHWES 5262178246978 800-435-9792 TX BULLINGTON/MEGHAN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	564.72
07-10	07-08	24692166190406661487158	SOUTHWES 5262178343532 800-435-9792 TX BLACK/RILEY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	34.09
07-10	07-08	24692166190406661487166	SOUTHWES 5262178311656 800-435-9792 TX BARSBY/JULIE KATHERI DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN U SMF	525.77
07-10	07-08	24692166190406661487174	SOUTHWES 5262178340310 800-435-9792 TX LUEDTKE/KRISTIN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	34.09
07-10	07-08	24692166190406661487182	SOUTHWES 5262178334210 800-435-9792 TX GRAY/MICHAEL JOSEPH DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	34.09
07-10	07-08	24692166190406661487190	SOUTHWES 5262178347034 800-435-9792 TX BULLINGTON/MEGHAN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	34.09
07-10	07-08	24692166190406661487208	SOUTHWES 5262178193260 800-435-9792 TX GONZALEZ/JESSICA MAR DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 AUS WN A LAS WN A SNA WN C DEN WN C AUS	654.02
07-10	07-08	74692166190406676547843	SOUTHWES 5264338680451 800-435-9792 TX DEAN/KYRRA DEPART: 07-08-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	64.20CR
07-10	07-08	74692166190406676547850	SOUTHWES 5264338605033 800-435-9792 TX PHILLINGANES/CYNTHIA DEPART: 07-08-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	14.60CR
07-10	07-08	74692166190406676547868	SOUTHWES 5262177326033 800-435-9792 TX PRITIKIN/KIMBERLY DEPART: 07-08-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	736.40CR
07-13	07-13	24053456194466544386823	AMERICAN AIR0012359304188 FORT WORTH TX TEUTIMEZ/JOHN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 TYS AA Q DFW AA Q SNA AA Q DFW	687.40

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07-13	07-09	24431066191465123250312	ALASKA AIR 0272151273572 SEATTLE WA GARDEA MOLINA/ASHLEY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SFO AS O SNA AS S SFO	464.80
07-13	07-09	24431066191465123250320	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	33.00
07-13	07-09	24431066191465123250338	ALASKA AIR 0272151278044 SEATTLE WA SCULATTI/KATIE DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 STS AS Q SNA AS N STS	565.81
07-13	07-09	24431066191465123250346	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	49.00
07-13	07-09	24431066191465123250353	ALASKA AIR 0272151276219 SEATTLE WA THORNS/STEVE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 STS AS N SNA AS N STS	573.46
07-13	07-09	24431066191465123250361	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	55.00
07-13	07-09	24431066191465123250379	ALASKA AIR 0272151275407 SEATTLE WA WEST/BRITTANY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 STS AS N SNA AS N STS	566.02
07-13	07-09	24431066191465123250387	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	38.00
07-13	07-09	24431066191465123250395	ALASKA AIR 0272151275905 SEATTLE WA KING/JASON DEPART: 08-19-26 P.O.S.: SALES TAX: $0.00 STS AS Q SNA AS N STS	549.75
07-13	07-09	24431066191465123250403	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	46.00
07-13	07-09	24431066191465123250411	ALASKA AIR 0272151277237 SEATTLE WA LUMBARD/KAREN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 STS AS N SNA AS N STS	577.52
07-13	07-09	24431066191465123250429	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	44.00
07-13	07-09	24692166191407680203229	SOUTHWES 5262178777013 800-435-9792 TX FONSECA/NATICIA MARI DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	525.77

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INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-13	07-09	24692166191407680203237	SOUTHWES 5262178840424 800-435-9792 TX SERPA/GINA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 FAT WN F LAS WN F SNA WN F LAS WN F FAT	467.83
07-13	07-09	24692166191407680203245	SOUTHWES 5262178785855 800-435-9792 TX HASTINGS/RACHAEL DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 RNO WN J SNA WN C LAS WN C RNO	530.91
07-13	07-09	24692166191407680203252	SOUTHWES 5262178858681 800-435-9792 TX HURWITZ/TAMARA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 OAK WN G SNA WN G OAK	411.93
07-13	07-09	24692166191407680203260	SOUTHWES 5262178851320 800-435-9792 TX MENDOZA/JOSHUA ALEKX DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SJC WN P SNA WN P SJC	464.75
07-13	07-09	24692166191407680203278	SOUTHWES 5262178736538 800-435-9792 TX BASSEGIO/JULIANNA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	598.81
07-13	07-09	24692166191407680203286	SOUTHWES 5262178784379 800-435-9792 TX WILDE/DIANE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 RNO WN J SNA WN C LAS WN C RNO	530.91
07-13	07-09	24692166191407680203294	SOUTHWES 5262178832186 800-435-9792 TX ROWLEY/HOPE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT WN F LAS WN F SNA WN F LAS WN F FAT	467.83
07-13	07-09	24692166191407680203302	SOUTHWES 5262178734977 800-435-9792 TX STRINGER/DOREEN DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	533.48
07-13	07-09	24692166191407680203310	SOUTHWES 5262178743409 800-435-9792 TX MEIGS/CAMILLE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	525.77
07-13	07-09	24692166191407680203328	SOUTHWES 5262178748556 800-435-9792 TX SCHWARTZ/CATHERINE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	525.77
07-13	07-09	24692166191407680203336	SOUTHWES 5262178787299 800-435-9792 TX SEPA/KATIE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 RNO WN J SNA WN I LAS WN I RNO	544.90
07-13	07-09	24692166191407680203344	SOUTHWES 5262178851709 800-435-9792 TX MCINTURF/RACHEL DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 OAK WN G SNA WN G OAK	411.93
07-13	07-09	24692166191407680203351	SOUTHWES 5262178837446 800-435-9792 TX FRANKS/SARAH DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT WN F LAS WN F SNA	220.00

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INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-13	07-09	24692166191407680203369	SOUTHWES 5262178774263 800-435-9792 TX MCMAINS/AMY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN C SNA WN P SMF	608.81
07-13	07-09	24692166191407680203377	SOUTHWES 5262178737074 800-435-9792 TX JOHNSON/MICHELLE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	525.77
07-13	07-09	24692166191407680203385	SOUTHWES 5262178786331 800-435-9792 TX STURTEVANT/JONATHAN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 RNO WN J SNA WN I LAS WN I RNO	544.90
07-13	07-09	24692166191407680203393	SOUTHWES 5262178837034 800-435-9792 TX MELLO/LANDIN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT WN F LAS WN F SNA WN F LAS WN F FAT	467.83
07-13	07-09	24692166191407680203401	SOUTHWES 5262178750416 800-435-9792 TX SHARPE/LESLEY CASSAN DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN U SNA WN P SMF	525.77
07-13	07-09	24692166191407680203419	SOUTHWES 5262178812205 800-435-9792 TX WAYNE/COURTNEY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT WN F LAS WN F SNA WN F LAS WN F FAT	467.83
07-13	07-09	24692166191407680203427	SOUTHWES 5262178734567 800-435-9792 TX SWIFT/SARAH DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN P SNA WN P SMF	598.81
07-13	07-10	24692166192408682477786	SOUTHWES 5262179319570 800-435-9792 TX ALAMEIDA/JOSE DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 OAK WN Z SNA WN G OAK	398.07
07-13	07-10	24692166192408682477794	SOUTHWES 5262179326774 800-435-9792 TX GOLDMAN/AMANDA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SJC WN F SNA WN P SJC	460.24
07-13	07-10	24692166192408682477802	SOUTHWES 5262179323789 800-435-9792 TX NEAL/NEAL DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 OAK WN Z SNA WN G OAK	398.07
07-13	07-11	24692166192408870576332	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	21.52
07-13	07-10	24717056192871922494495	DELTA AIR 0062445492212 800-2211212 CA BURKES/SAMANTHA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 MCO DL X SLC DL X SNA DL X ATL DL X MCO	598.39
07-13	07-11	74431066193466333200322	ALASKA AIR 0272151273572 SEATTLE WA GARDEA MOLINA/ASHLEY DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	82.00 CR
07-13	07-11	74431066193466333200330	ALASKA AIR SEATTLE WA XXXXXXXXXXXXXXXXXXXX DEPART: 00-00-00 P.O.S.: SALES TAX: $0.00	18.00 CR

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INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-13	07-10	74692166192408703602011	SOUTHWES 5264339073442 800-435-9792 TX MENDOZA/JOSHUA ALEKX DEPART: 07-10-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	35.87 CR
07-14	07-12	24692166194400499471852	SOUTHWES 5262180045900 800-435-9792 TX MANN/MICHELLE XS DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SMF WN A SNA WN P SMF	1,045.62
07-14	07-12	24692166194400499471860	SOUTHWES 5262180045490 800-435-9792 TX BRANSON/CALVIN GRANT DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SLC WN A LAS WN A SNA WN S LAS WN S SLC	1,196.80
07-14	07-12	24692166194400499471878	SOUTHWES 5262180053204 800-435-9792 TX BRANSTETTER/CHRISTY DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 LAS WN D SNA WN I LAS	464.81
07-15	07-13	24692166195401441929285	SOUTHWES 5262180169471 800-435-9792 TX HOR/ALEX KOK YOONG DEPART: 07-20-26 P.O.S.: SALES TAX: $0.00 ONT WN Y DEN WN Y SDF WN Q DAL WN Q ONT	1,450.40
07-15	07-13	24692166195401441929293	SOUTHWES 5262180284582 800-435-9792 TX LANIGAN/MAKAYLA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN A SNA WN P SMF	522.81
07-15	07-13	24692166195401441929301	SOUTHWES 5262180259414 800-435-9792 TX MEYER/BRITTANY ILENE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SMF WN A SNA	223.40
07-15	07-13	24692166195401441929319	SOUTHWES 5262180243811 800-435-9792 TX ROMERO/SONIA MARIE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 FAT WN D LAS WN D SNA WN F LAS WN F FAT	506.40
07-15	07-13	24692166195401441929327	SOUTHWES 5262180162429 800-435-9792 TX MCGAHEY/GABRIELLE EL DEPART: 07-20-26 P.O.S.: SALES TAX: $0.00 SNA WN H SDF WN R PHX WN R SNA	969.91
07-15	07-13	24692166195401441929335	SOUTHWES 5262180291593 800-435-9792 TX RIVAS/CYNTHIA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 FAT WN D LAS WN D SNA WN F LAS WN F FAT	506.40
07-15	07-13	24692166195401441929343	SOUTHWES 5262180168782 800-435-9792 TX ESPY/NICHOLAS STEPHE DEPART: 07-20-26 P.O.S.: SALES TAX: $0.00 ONT WN Q DEN WN Q SDF WN Q DAL WN Q ONT	1,136.41
07-15	07-13	74692166195401442153252	SOUTHWES 5264339568594 800-435-9792 TX ROWLEY/HOPE DEPART: 07-13-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	9.33 CR
07-15	07-13	74692166195401442153260	SOUTHWES 5264339604730 800-435-9792 TX MCINTURF/RACHEL DEPART: 07-13-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	15.28 CR

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INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-16	07-14	24692166196402377317627	SOUTHWES 5262180597905 800-435-9792 TX GODINEZ/LORENA DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 FAT WN D LAS WN D SNA WN F LAS WN F FAT	506.40
07-16	07-14	24692166196402377317635	SOUTHWES 5262180572299 800-435-9792 TX KOTH/AMANDA DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 SEA WN V LAS WN V SNA WN V SMF WN V SEA	396.40
07-17	07-15	24692166197403367144665	SOUTHWES 5262180957212 800-435-9792 TX WHITMER/TAYLOR DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 TUL WN J DEN WN J SNA WN P LAS WN P TUL	683.40
07-17	07-15	74692166197403367833155	SOUTHWES 5264339931687 800-435-9792 TX LEE/JONATHAN DEPART: 07-15-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	86.00 CR
07-20	07-16	74692166198404350959717	SOUTHWES 5262179323789 800-435-9792 TX NEAL/NEAL DEPART: 07-16-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	398.07 CR
07-21	07-20	24793386201005799441225	HOTELCOM73500119385468 877-7877186 WA P.O.S.: HOTELCOM73500119385468 SALES TAX: 0.00	1,129.36
07-22	07-20	24692166202408138294478	SOUTHWES 5262182604169 800-435-9792 TX CARPENTER/JENAI DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 FAT WN Z LAS WN Z SNA WN F LAS WN F FAT	562.40
07-22	07-20	24692166202408138294486	SOUTHWES 5262182628838 800-435-9792 TX WAYNE/COURTNEY DEPART: 08-18-26 P.O.S.: SALES TAX: $0.00 FAT WN D LAS WN D SNA WN F LAS WN F FAT	8.21
07-22	07-20	24692166202408138294494	SOUTHWES 5262182600116 800-435-9792 TX KILMARTIN/LEIANNE DEPART: 08-17-26 P.O.S.: SALES TAX: $0.00 SJC WN Z SNA WN P SJC	544.80
07-22	07-20	74692166202408138925159	SOUTHWES 5264340938880 800-435-9792 TX GONZALEZ/JESSICA MAR DEPART: 07-20-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	81.00 CR
07-23	07-22	24011346203100137981566	TEG-IRV* THE ESCAPE GA THEESCAPEGAME TN P.O.S.: ch3w64azbe8iw11zxu SALES TAX: 0.00	1,165.36
07-23	07-22	24011346203100141404969	MENDOCINOFARMS MENDOCINOFARM CA P.O.S.: ch3w4uexxmg3f02qwll SALES TAX: 0.00	151.85
07-24	07-23	24011346204100144792427	MENDOCINOFARMS MENDOCINOFARM CA P.O.S.: ch3w1exxmg3f1km2x SALES TAX: 0.00	154.39
07-27	07-24	24011346206100052368440	GREEN CHEEK BEER COMPA WWW.GREENCHEE CA P.O.S.: ch3wnzw76us61mf3 SALES TAX: 0.00	1,134.90
07-27	07-24	24011346206100111598680	TEG-IRV* THE ESCAPE GA BRENTWOOD TN	37.60 CR
07-27	07-24	24021346207900012935437	SDFRL - LDG - HR LOUISVIL LOUISVILLE KY 36270376 ARRIVAL: 07-20-26	1,786.11
07-27	07-24	24021346207900012936617	SDFRL - LDG - HR LOUISVIL LOUISVILLE KY 36270739 ARRIVAL: 07-20-26	1,786.11

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INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-24	24021346207900012936625	SDFRL - LDG - HR LOUISVIL LOUISVILLE KY 36270557 ARRIVAL: 07-20-26	1,786.11
07-27	07-24	24021346207900012936963	SDFRL - LDG - HR LOUISVIL LOUISVILLE KY 36270368 ARRIVAL: 07-20-26	1,786.11
07-28	07-27	24011346209100020790896	GREEN CHEEK BEER COMPA WWW.GREENCHEE CA P.O.S.: ch3xu6w76us63p7xyo SALES TAX: 0.00	3,404.56
07-28	07-26	74692166208403883443403	SOUTHWES 5264342071574 800-435-9792 TX STRINGER/DOREEN DEPART: 07-26-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	10.67 CR
07-29	07-28	24692166209404593636314	TST*HANGAR 24 BREWERY OR 949-838-4721 CA P.O.S.: 00014444033470632184aa SALES TAX: 0.00	2,629.13
07-29	07-27	74692166209404855902920	SOUTHWES 5262182604169 800-435-9792 TX CARPENTER/JENAI DEPART: 07-27-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	562.40 CR
07-29	07-27	74692166209404855902938	SOUTHWES 5264342183098 800-435-9792 TX BLAKE/JENNIFER LYNN DEPART: 07-27-26 P.O.S.: SALES TAX: $0.00 DAL WN Y DAL	87.68 CR
07-31	07-30	24692166211406457941413	TST*HANGAR 24 BREWERY OR 949-838-4721 CA P.O.S.: 00014444033497777587aa SALES TAX: 0.00	53.88
			Total Travel Activity	$83,624.41

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-06	07-04	2400077618510003255267 1	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1TpZE1CfE6kTeyiRWwf8Ye7 SALES TAX: 0.00	250.25
07-13	07-13	2400077619410001126512 0	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1TsaqYCfE6kTeyiR47yY4Mo SALES TAX: 0.00	251.47
07-22	07-21	2400077620210003092148 9	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1TvfiuCfE6kTeyiRt0Z0Uee SALES TAX: 0.00	251.38
07-30	07-29	2400077621110000655597 1	X CORP. PAID FEATURES ABOUT.X.COM TX P.O.S.: in1TyhHwCfE6kTeyiReKq7LRN SALES TAX: 0.00	251.29
			Total Miscellaneous Activity	$1,004.39





901 Janesville Avenue
Fort Atkinson, WI 53538
Phone: 800-558-9595
Web: nascoeducation.com
Order/Pricing: custserv@nascoeducation.com
Payments: arpayment@nascoeducation.com

If you have any problems reading the attached documents or if you do not receive all the pages, please call 800-558-9595.

Date	August 13, 2026
Destination	*LIST(GGG220MK) 46069100
From	BILLING DEPARTMENT
To	Finance Department
Subject	ORDER INVOICE
Comments	

School Specialty. Nasco Education

Original Invoice

901 Janesville Avenue
Fort Atkinson, WI 53538
Phone: 920-563-2446
Toll Free: 800-558-9595
Web: nascoeducation.com

TERMS: NET30

All Claims Must Be Made Within 10 Days After Receipt Of Goods

Date			Page
8/12/26			1
Order Number	Contract	P.O. Number	
65-5748-0	61084	2025-26-114	
Account	Invoice Number	Sls Code	Ws Id
460-691-00	965387	1	AUTO
Special Information		Cash with Order	
		714/2026802	
Shipping Instructions		Request Date	
STANDARD SHIP			

BESSETTE, HILARY
CA ONLINE PUBLIC SCHOOLS
33272 Valle RD
San Juan Capistrano CA 92675-4842

POSTAGE: FREE SHIPPING

REMIT PAYMENTS TO:
Nasco Education, LLC / School Specialty, LLC
PO Box 826068
Philadelphia, PA 19182-6838

Send this portion with your payment.
Keep this portion for your records

Account: 460-691-00 **PO Number:** 2025-26-114 **Order:** 65-5748-0 **Invoice:** 965387 **Date:** 8/12/26

Ordered	Shipped	B/O	U/M	Catalog#	Description	Price	Extended
				CONTACT NAME	SHORT, THAN		
6000	6000		KT	KI06759	CA ONLINE PUBLIC SCHOOLS MINIMUM ORDER OF 504 KITS	41.75	250500.00
					&		
300	300		KT	KI06879	CA ONLINE SEM1 VIS.ART2026 MINIMUM ORDER OF 300 KITS	55.75	16725.00

YOUR ORDER IS COMPLETE
WITH THIS INVOICE*

****
* IMPORTANT! As of 01/01/2026, our payment address *
* has changed. Please send payments to the address *
* listed above under "REMIT PAYMENTS TO:". *
* *
****

THE TOTAL OF YOUR ORDER HAS BEEN REDUCED BY USING YOUR QUOTE. THANK YOU.

Sold To:
BESSETTE, HILARY
CA ONLINE PUBLIC SCHOOLS
33272 Valle RD
San Juan Capistrano CA 926

Shipped To:
TOTAL TRANSPORTATION LOGISTICS
BLDG 11
10 LONGITUDE WAY
CORONA CA 92881

Net Total:	267225.00
Shipping/Handling:	
Tax:	23382.19
Sub Total:	290607.19
Less:	.00
Total Due:	290607.19

School Specialty. Nasco Education

901 Janesville Avenue
Fort Atkinson, WI 53538
Web: nascoeducation.com
Phone: 920-563-2446
Toll Free: 800-558-9595

THANK YOU
For Your Order

For proper credit to your account, please return the top portion of this document with your remittance and write your account number/invoice# on your check. All claims for damages and/or shortages MUST be reported WITHIN 10 DAYS after receipt of merchandise. MERCHANDISE MAY NOT BE RETURNED WITHOUT AUTHORIZATION.

Invoice

5281 California Avenue, Suite 300
Irvine CA 92617
949-345-8700
www.mindeducation.org

Date	8/11/2026
Invoice #	1254532
Terms	Net 30
Due Date	9/10/2026
PO #	PO 2026-27-13

Bill To
California Online Public Schools - District
33272 Valle Road
SAN JUAN CAP CA 92675-4842

Ship To
California Online Public Schools - District
33272 Valle Road
SAN JUAN CAP CA 92675-4842

Dates of Service: 7/1/2026 - 6/30/2027

Qty	Item	Amount
1	**11830553 California Online Public Schools - District : CA Online Public Schools - Northern California** **Renew ST Math Site Subscription (251+ Students)** ST Math Site Subscription renewal includes: Annual Software License, One (1) Virtual PL Offering, Implementation Support, MIND University On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	$12,000.00
1	**05352418 California Online Public Schools - District : CA Online Public Schools - Southern California** **Renew ST Math Site Subscription (251+ Students)** ST Math Site Subscription renewal includes: Annual Software License, One (1) Virtual PL Offering, Implementation Support, MIND University On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	$12,000.00
1	**600041757:2 California Online Public Schools - District : CA Connections Acdmy - Central Coast** **Renew ST Math Site Subscription (1-150 Students)** ST Math Site Subscription renewal includes: Annual Software License, One (1) virtual PL Offering, Implementation Support, MIND University On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	$1,750.00
1	**600041757:3 California Online Public Schools - District : CA Connections Acdmy - North Bay** **Renew ST Math Site Subscription (1-150 Students)** ST Math Site Subscription renewal includes: Annual Software License, One (1) virtual PL Offering, Implementation Support, MIND University On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	$1,750.00

Checks:
MIND Education
5281 California Avenue, Suite 300
Irvine CA 92617

ACH/Wire Remittances:
Account Name: MIND Education
ABA Routing #: 123002011
Account #: 378622379675

Remittance Advice:
remittance@mindeducation.org
Purchase Orders:
purchaseorders@mindeducation.org

Invoice

5281 California Avenue, Suite 300
Irvine CA 92617
949-345-8700
www.mindeducation.org

Date	8/11/2026
Invoice #	1254532
Terms	Net 30
Due Date	9/10/2026
PO #	PO 2026-27-13

Qty	Item	Amount
1	**600041757:1 California Online Public Schools - District : CA Connections Acdmy - Central Vly** **Conversion to ST Math Site Subscription (251+)** ST Math Site Subscription includes: Annual Software License, one (1) virtual PL offering, Implementation support, MIND University on-demand PL, embedded help and tutorials, software updates, and Tech Support	$0.00
1	**600041757:1 California Online Public Schools - District : CA Connections Acdmy - Central Vly** **Conversion From License** Remaining License Portion of Contract	$6,000.00
1	**600041757:4 California Online Public Schools - District : CA Connections Acdmy - Monterey Bay** **Conversion to ST Math Site Subscription (251+)** ST Math Site Subscription includes: Annual Software License, one (1) virtual PL offering, Implementation support, MIND University on-demand PL, embedded help and tutorials, software updates, and Tech Support	$2,500.00
1	**600041757:4 California Online Public Schools - District : CA Connections Acdmy - Monterey Bay** **Conversion From License** Remaining License Portion of Contract	$3,500.00

Subtotal	$39,500.00 USD
Tax Total (%)	$0.00 USD
Shipping Cost	USD
Total	$39,500.00 USD
Net Due	$39,500.00 USD

Checks:
MIND Education
5281 California Avenue, Suite 300
Irvine CA 92617

ACH/Wire Remittances:
Account Name: MIND Education
ABA Routing #: 123002011
Account #: 378622379675

Remittance Advice:
remittance@mindeducation.org
Purchase Orders:
purchaseorders@mindeducation.org

Scotts Valley Unified School District

Business Department
108 Whispering Pines, Suite #115
Scotts Valley, CA 95066
(831)438-1820 FAX (831)438-2314

Direct any questions to the Business Department at (831)438-1820

CUSTOMER INVOICE

California Connections Academy
Monterey Bay
525 B Street, Suite 2200
San Diego,, CA 92101

2025-26 Charter Oversight & Admin Fees

Invoice # **INV27-00055**
Invoice Date 08/14/2026
Due Date 09/13/2026
Customer # 000082
Contract/Reference #

Description	Qty	Unit	Unit Price	Amount
25-26 Oversight Fees From LCFF Rev 1% of $7,220,524.00	1.00		72,205.24	72,205.24
Admin Fees	1.00		6,000.00	6,000.00

Non-Taxable Total 78,205.24
BALANCE DUE **$78,205.24**

----------Detach this portion or make a copy of the invoice and mail it with the payment----------

District Account Number	Account Amount
(016743) 01- 0000- 0- - - 9209- - CAMB 2027	78,205.24

Please make checks payable to: **Scotts Valley Unified School District/Business Department**
Mail to:

Scotts Valley Unified School District
Business Department
108 Whispering Pines, Suite #115
Scotts Valley, CA 95066

Invoice # **INV27-00055**
Amount Due $78,205.24
Customer # 000082

Customer Copy

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Financial and Operational
MEMORANDUM OF UNDERSTANDING
Between
Scotts Valley Unified School District and California Online Public Schools
Effective July 1, 2024

1. RECITALS

The governing Board of Scotts Valley Unified School District (hereinafter referred to as "District") granted a charter renewal (the "Charter") to California Online Public Schools, a non-profit corporation (hereinafter referred to as "Corporation") operate California Online Public Schools Monterey Bay, a charter school, (hereinafter referred to as "School") pursuant to the *Charter Schools Act* of 1992.

This Charter, among other matters, calls for the Corporation, acting on behalf of the School, and the District to enter into a mutually agreeable Memorandum of Understanding ("MOU" or "Agreement") that describes funding entitlements of the School, operation and oversight arrangements, and other matters of mutual interest.

To the extent this MOU contains terms that are inconsistent with the terms of the approved Charter, the terms of the MOU shall control.

The District and the Corporation may each be referred to as a "Party" or collectively as the "Parties" in this MOU.

Unless otherwise stated, for the purposes of this MOU, the terms "California Online Public Schools Monterey Bay," "School," and "Corporation" may be used interchangeably with the duties and responsibilities of the School and the Corporation being the same under this MOU.

2. PURPOSE OF THIS MEMORANDUM

- Define funding entitlements of the School and the terms under which the District will make funds available to the School
- Define fees to be paid from the School to the District
- Define services that the District will provide to the School
- Clarify the responsibilities of each party

3. TERM

The term of this MOU shall be from July 1, 2024 until June 30, 2029. ("Term"). If the School's Charter is revoked or the School ceases operations prior to the expiration of this Term, this MOU shall immediately terminate. Renewal or extension of the Charter and MOU shall be governed by applicable law. Both Parties agree to review this MOU annually and update this MOU as necessary.

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4. STATUS OF CHARTER SCHOOL; ENROLLMENT PRIORITY; SUBMISSION OF CHARTERS TO ADJACENT COUNTIES; PROVISION OF CURRICULUM LICENSES

4.1 Status. The following characteristics describe the School and its relationship to the District for purposes of this MOU:

Legal Status	___Dependent on District	X Non-profit Corporation
Employer for Collective Bargaining	___District	X Non-Profit Corporation
Special Education	___Provided By District	X Provided By School

Legal Status of Special Ed___Public School of District X__LEA in SELPA
(subject to acceptance by El Dorado County Charter Special Education Local Plan ("SELPA"), or a different mutually agreed upon SELPA. Note that all references to the SELPA in this MOU are subject to acceptance by the SELPA of the School following approval of the Charter by the District.)

4.2 Adjacent Counties. The School agrees that during the Term of the Charter, California Online Public Schools Monterey Bay shall be the sole charter school operated by the Corporation serving students in Santa Cruz County and counties contiguous to Santa Cruz County, including Santa Clara County.

4.3 Provision of Curriculum Licenses. The School agrees to make available up to 100 curriculum licenses each year for District students to take online courses (e.g., foreign languages) through the School's vendor (currently, Edmentum), at no charge with a limit of no more than 2 courses per academic term per student. Options available to District students include 18-week semester courses, or 28-day semester courses. District students will have access to live lessons and live support, as provided by the online course vendor.

5. FUNDING SOURCES

5.1 Direct Funding. The School shall receive direct state funding in accordance with Education Code Section 47651. The School will be responsible for providing the California Department of Education ("CDE") and/or the County Office of Education and/or the District with all data required for direct funding. The School shall receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will reasonably cooperate with the School, as necessary, to procure such additional funds.

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5.2 Property Taxes. The District shall distribute the funds known as "in lieu of property taxes" to the School as described in Education Code Section 47635, and as outlined in this Agreement (See Section 6.1).

5.3 State and Federal Funds. The District and/or County Treasurer shall distribute funds to the School from state and federal sources in a manner and timeline similar to other public schools.

5.4 Special Education Funds. The School shall receive special education funding consistent with its SELPA's allocation plan. However, if the District receives any of the Special Education funding for School students, the District shall immediately transfer such funds. The Parties recognize the funds received for special education purposes from federal and state resources are currently inadequate, and that additional funds are required. It is the intent of the Parties that, outside of the above-mentioned funding received from the SELPA and/or the District, the School will bear sole financial responsibility for the provision of special education services. The School, as a Local Educational Agency ("LEA") member of the SELPA, will be required to pay for all excess costs related to the provision of special education services to its students, including without limitation, any costs that may arise out of due process or litigation. The School may participate in any risk pooling arrangements of the SELPA of which it is a member in the same manner as any other LEA of that SELPA. The School retains the right to join another SELPA and in which case, the Parties will amend the MOU to reflect the name of the new SELPA, or a different mutually agreed upon SELPA

5.5 Non-Governmental Funds. The School retains the right to apply for and receive private grant money and/or private donations on its own, and to engage in other fund-raising and service providing activities. The School shall retain all such funds for its use consistent with the terms of such grants or activities and in accordance with applicable law. Any such monies received shall not reduce the annual apportionment received from the State or funds owed from the District.

5.6 Voter-Approved Measures. In the event that the District seeks and receives a voter-approved bond or parcel tax, the School shall have no entitlement to any portion of such funds unless otherwise negotiated in advance by the Parties. The School agrees that it has no entitlement to funds currently being received, if any, by the District pursuant to previous parcel tax or bond elections

6. CASH FLOW AND TRANSFER

6.1 Payments from District to School. The District agrees to pay the School "in lieu of property taxes" as set forth in Section 5.2, according to a schedule agreed upon annually. The schedule will be developed annually and agreed upon in writing by both Parties no later than August 1 of each fiscal year. The payments will be based

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initially on the most recent funding rates from the state and on the in-District ADA projected in the School's adopted budget. The amount due to the School may then be re-calculated based on the P1 certified attendance property tax rates, and then modified again after the P2 certification occurs. At the end of the fiscal year, the final amounts of payments will be made, which may also include any calculations for prior year adjustments to property tax, as certified by the state. The District will make payments based on the agreed upon schedule within thirty (30) days of the scheduled payment date. Details of the amounts due from the District to the School may be updated as often as three times per year: prior to the commencement of school, after P1 certification and after P2 certification. This payment plan may be adjusted by mutual agreement of the Parties pursuant to the adjustment and reconciliation process described in Section 7 below, Both Parties agree to re-negotiate this Section, as mentioned in Section 5.2 above, if the agreed upon schedule of payments creates a financial hardship for the District, or if otherwise desirable to both Parties.

6.2 Payments from School to District. The School shall pay funds due to the District according to a schedule agreed upon annually by the Parties. The schedule will be developed annually and agreed upon in writing by both Parties no later than August 1 of each fiscal year. The schedule will contain details of ongoing funds due and is to be updated at least twice annually: prior to the commencement of the school year, based on the adopted budget, and then again after the P2 reporting period has ended, as soon as possible after certification of P2 by the state. The District will send invoice(s) to the School based on the agreed upon schedule, and the School shall pay the District as soon as possible and no later than thirty (30) days after the receipt of an invoice.

- Oversight fees are described in Section 8 of this Agreement. The schedule of payments may be adjusted by mutual agreement pursuant to the adjustment and reconciliation process described in Section 7 below.
- Administrative Support Services fees and fees for Additional Services are described in Section 12 and will be adjusted annually or as needed.

6.3 Other Services. Additional services that may be provided by the District to the School are based on mutual agreement and are discussed in Section 12 of this MOU. Other services shall be agreed upon and recorded in separate agreements. Payments may be incorporated herein with mutual written consent of Parties.

7. ADJUSTMENTS AND RECONCILIATION

The amounts initially included in the payment schedules are estimates of amounts due to be transferred between the District and the School based on the current best information available. These amounts are estimated based on the projected enrollment of the School, the budget adopted by the School's Board of Directors ("Board"), estimates of state and local

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funding rates, and the guidelines of the CDE''s School Fiscal Services Division.

Either Party may request, at any time, a meeting to discuss adjustments to, or reconciliation of, these figures whenever there is reason to believe that these estimates are not reflective of the actual amounts owing. Payments to the School and District will be adjusted following P2 adjustments to revenues made by the state, and reconciled annually during the fiscal close out of the prior fiscal year. Payments to the School and District shall also be subject to adjustment based on any adjustments to student counts as a result of an audit by the state of California. Financial adjustments may be made in subsequent fiscal years between the School and the District that result from apportionment changes, audit adjustments, and/or other legally required adjustments.

8. SUPERVISORIAL OVERSIGHT

8.1 Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that the District is not providing the School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the cost of the District's supervisory oversight of the School is one percent (I%) of all "revenue of the charter school" (excluding grants, loans, and private donations), as defined in Education Code section 47613(f).

The duties of "Supervisorial oversight," as used in Education Code Section 47613, are set forth in Education Code sections 47604.32 and 47604.33 and include the District's performance of the following:

a) Selecting a representative to act as a liaison to the School.
b) Visiting the School at least annually. This may be done at a mutually agreeable alternative location if the School does not have a physical location within the District.
c) Monitoring the fiscal condition of the School.
d) Ensuring the School complies with all reports required of charter schools by law, including the annual update required pursuant to Education Code section 47606.5.
e) Providing timely notification, as required by law, to the CDE if any of the following circumstances occur: (i) a renewal of the Charter is granted or denied; (ii) the Charter is revoked; or (iii) the School ceases operation for any reason.
f) Reviewing annual reports and assessing the fiscal condition of the School pursuant to Education Code Section 47604.33

8.2 Payment of Oversight Fee. The School shall pay the Oversight Fee annually. The annual schedule of payments will indicate the current estimate of the Oversight Fee

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amount. (See also Section 6.2.) The School and District agree that the oversight Fee shall not exceed one (1%) of "revenue of the charter school" as defined in Section 8.1. The annual amount owed for the Oversight Fee will be adjusted at least once annually following the state's certification at P2 of the amount of revenue owed to the School as defined above. Subsequent adjustments may also be made during the following fiscal year if necessitated by adjustments to the School's revenue by the state. The School shall pay all invoices within thirty (30) days of their issuance by the District.

8.3 Monitoring Activities by District. The District shall provide at least 24-hour advance notice prior to an official visit for the purpose of monitoring the School and shall make an effort not to disrupt instruction during any visit. After the 24-hour notice, the Superintendent or designee reserves the right to visit the School. This visit may occur at a mutually agreeable alternative location if the School does not have a physical location within the District. This provision however, shall not impede the District's ability to visit the School without advance notice should the District have reason to believe that a severe and imminent threat to the health or safety of pupils exists at the School.

9. DATA REPORTING

9.1 Average Daily Attendance ("ADA"). The School will develop an attendance reporting calendar and maintain a system to record and account for ADA. The School will report the ADA figures to the District, the County Office of Education, and/or the California Department of Education, as required by law, on a timely basis for the P1, P2, and annual reporting periods. When requested, the School shall report ADA to the District on a more frequent basis. The School and District will review and agree on the procedures to be used for attendance accounting when updating this MOU, including review of the School's attendance calendar.

9.2 California Pupil Longitudinal Achievement Data System ("CALPADS"). The School shall complete and submit enrollment and other necessary demographic information to CALPADS and obtain State Student Identification Numbers from CALPADS, as necessary, on its own behalf. The School and District may negotiate for the District to provide support for CALPADS reporting as an Additional Service as set forth in Section 12.2, but only if such a service is mutually agreeable to both Parties.

9.3 Other Data. The District shall reasonably cooperate with the School to supply any other information necessary to enable the School to calculate entitlement to all available funding sources and to comply with any other state reporting requirements.

9.4 Information Systems Package. The School has elected to purchase its own software for Information Systems and will maintain the software so that ADA and other data reporting may be done in a timely and accurate manner in accordance with state guidelines.

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9.5 Student Enrollment Information. Prior to the first year of operation, and throughout the duration of the Charter, the School agrees to notify the District when a student who currently lives within the boundaries served by the District, and who is known to be currently attending a District school, or whose most recent school was a District school, applies for enrollment and has completed the initial enrollment documents. The notification will go via email to the Superintendent or his/her designee. If the School does not receive a reply to the notice within fourteen (14) days, the School will proceed with the enrollment process for the student. The need for this notification will be revisited annually and may be discontinued if mutually agreeable to both Parties.

9.6 Local Control and Accountability Plan. In addition to an annual audit and in accordance with Education Code Section 47606.5, the School shall deliver to the District by July 1 of each year, a Local Control and Accountability Plan.

9.7 Provision of Corporate Articles, Bylaws & Board Roster. The District shall be provided with notice of any changes in the Corporation's corporate Bylaws and or the composition of its governing board within ten (10) business days of the effective date of such changes. As an example, this notice may be provided by email and/or transmission of relevant board meeting material, or other means of delivery.

9.8 Required Documentation and School Policies. The School shall make available to the District copies of the following documents, upon request:

a) The School's organizational chart;
b) Copy of the School's health, safety and emergency plan and policies;
c) Verification of sexual harassment and mandatory child abuse reporter training (and policies on those topics if not in the School's employee handbook);
d) Copy of the School's Student & Family Policy Catalog;
e) Copy of the School's employee handbook;
f) A list of teachers, including grade levels and/or primary subject area taught by those teachers for every grade served by the School; all teachers will be in compliance with California credential requirements for charter schools;
g) Conflict of Interest Code;
h) Complaint procedures, including Uniform Complaint Procedures; and
i) Fiscal control policies.

As part of the annual oversight visit, or in any event no later than January 31 of each year during the Term unless otherwise agreed to in writing by the Parties, the School shall also make available to the District copies of any of the above-listed documentation that has been modified since the prior year's submission.

Verification of training for administration and governing board on the Ralph M. Brown Act (the "Brown Act," Government Code sections 54950 *et seq.*), shall be provided within thirty (30) days of the Effective Date of this Agreement.

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10. BUDGET AND FINANCE

The Corporation shall annually provide the following financial information to the District:

a) A proposed budget, approved by the Corporation's Board for the School, for the upcoming fiscal year. The budget will show estimated revenue and expenditures based on identified and reasonable assumptions. The approved budget will be available on or before July 1 annually.
b) Following final budget revisions at the State level, if the Corporation has revised the School's budget, the Corporation will provide the School's revised operational budget effective as of October 31. Revisions to the Budget would be provided as part of the first interim financial report due on December 15 each year. The Corporation will notify the District prior to that date if the School becomes aware of any substantial budget changes.
c) Monthly financial reports will be available to the District in the format used to present the reports to Corporation's Board.
d) In accordance with Education Code Section 47604.33, mid-year financial reports displaying the financial status of the School as of October 31st, and January 31st, will be provided to the District and County Office of Education no later than December 15th and March 15th, respectively. Financial information will be provided in a format mutually agreed upon by the Corporation and District. The County Office of Education may also make requests regarding the format of the interim reports. It is the intention of the School to use a version of the state's Charter School Alternative Form to provide the interim reports to the District and County Office of Education.
e) The Corporation will provide the District and the County Office of Education with unaudited actual reports for the School for the full prior year no later than September 15, as required by Education Code Section 47604.33. The Charter School Alternative Form provided annually by the CDE will be the format used unless otherwise mutually agreed upon by the School and District.
f) The District reserves the right to request additional School financial information and inspect School financial records if District officials deem such information necessary to perform State required financial oversight responsibilities. Such requests shall be made in writing. The School shall provide the District with all such requested financial information and allow the District to inspect the School's financial records within ten (10) days of any such District request, unless the Parties mutually agree to another timeframe.

11. FISCAL AUDIT

The Corporation shall cause to be prepared an annual audit of the financial transactions of the School each year pursuant to the terms specified in the Charter. The Corporation shall retain an auditor certified to audit public schools. This audit will include School attendance records (as described in the Charter). The Corporation shall forward a copy of the audit to the Superintendent of the District, as well as to other parties required by law, after review by the Corporation's Board of the final audit findings. An annual audit will be completed by December 15th, following the close of the school year. Any negative findings or exceptions shall be resolved pursuant to the terms of the Charter and the relevant provisions of the Education Code.

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12. OTHER SERVICES

12.1 Administrative Support Services. The Parties understand and agree that, in addition to its supervisorial oversight obligations, as set forth in Section 8, the District will provide certain general administrative support and assistance falling outside of the District's supervisorial oversight responsibilities ("Administrative Support Services") as listed below, therefore, the School agrees to pay $6,000 (six thousand dollars) divided into two installments, upon receipt of invoice(s) from the District. This flat fee is based on an estimate of sixty (60) hours at a rate of one hundred dollars ($100) per hour. However, if the District's service hours exceed this estimate, then the District will notify the School and agree to renegotiate the annual amount.

12.2 The fees for the District's Administrative Support Services are above and beyond the one percent (1%) Oversight Fee. Payment for the District's Administrative Support Services shall be made to the District in accordance with Section 6.2. Administrative Support Services include, but are not limited to, the following, to the extent they are not required oversight obligations:

a) Responding to communications from third parties regarding the School,
b) Professional development or technical support provided to the School,
c) Providing information to the surrounding community and region regarding the School, and
d) Meetings and communications with the School and/or with other parties such as legal counsel or support organizations in order to provide support to the School.
e) Use of District office space and equipment and/or supplies for School business

12.3 Additional Services. The Parties may, by separate written agreement, mutually agree on additional services ("Additional Services") the District will provide to the School, and the fees to be charged to the School for the provision of such Additional Services.

12.4 Termination of Services. Either Party may terminate the provisions of Administrative Support Services or Additional Services in the event of a material breach by the other Party related to the provision of or payment for those services, after 60-days written notice and opportunity to cure the identified breach. The remaining provisions of this Agreement shall survive a termination pursuant to this section.

13. SPECIAL EDUCATION AND RELATED SERVICES

13.1 School to be an LEA for Purposes of Special Education. The School has elected to be a Local Educational Agency ("LEA") for special education purposes pursuant to Education Code Section 47641(a) and as such, the School is solely responsible, at its own expense, for ensuring that every child with disabilities enrolled in the School receives special education and related services in conformity with his or her individualized education program ("IEP") and in compliance with the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.),* its implementing regulations, and all applicable state and federal laws. (34 C.F.R. §

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300.209(c); Education Code Section 47646(a).)

13.2 Section 504 and the ADA. Absent agreement of the Parties to the contrary, the School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.)* and Title II of the Americans with Disabilities Act of 1990 ("ADA"), including all associated funding and implementation.

13.3 Parent/Guardian Concerns. Parent/Guardian concerns received by the District regarding special education services provided by the School shall be promptly directed to the School. The School shall address the Parent/Guardian concerns.

13.4 Special Education Costs. It is the intent of the Parties that outside of the state and federal funding allocated to the School through the SELPA of which the School is a member, the School will be responsible for payment of all excess costs, including legal costs, related to special education for students enrolled in the School, and the District shall bear no financial responsibility for such costs.

14. STANDARDIZED TESTING

14.1 State Standardized Testing. The School will administer the California State standardized testing as required by law. Arrangements for ordering, administering, and obtaining reimbursement for the state tests will be done by the School independently from the District. The School is responsible to ensure the School's test scores and data are reported accurately according to law. At its discretion, the District may provide the School with one (1) testing site for test administration and may charge the School a usage fee, to be mutually agreed upon by the Parties, for such use of its facilities. The School will provide staff to administer the tests. District staff may administer these tests pursuant to Section 18.3 of the MOU.

14.2 English Language Proficiency Assessments for California ("ELPAC"). The School will administer the ELPAC or its successors as required by law. Arrangements for ordering, administering, and being reimbursed for these tests will be done by the School. The School will ensure the School's test scores and data are compiled and reported accurately and on time. In addition, the School will work to identify and designate the status of English Learners enrolled at the School. At its discretion, the District may provide the School with one (1) testing site for test administration and may charge the School a usage fee for such use of its facilities. The School will provide staff to administer the assessments. District staff may administer the assessments pursuant to Section 18.3 of the MOU.

14.3 Staff Development. The School and District agree to communicate regarding District's staff development and training sessions that apply to either administration or interpretation of State tests, and the District may also, within its discretion, invite representatives from School staff to attend certain trainings, at a per attendee fee to be mutually agreed upon by the Parties. If the District invites School staff to attend such

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training sessions, the District will provide an estimate in advance of the anticipated cost per attendee of such training sessions.

15. DISTRICT REPRESENTATIVE TO GOVERNING BOARD

15.1 District Representative. The District has the option of appointing a representative to the Corporation's Board under Education Code 47604(c) at any time during the Term of the Charter. Alternatively, the District may elect, at any time during the Term of the Charter, to designate a liaison to the Board who will not be a member but who may attend meetings and who will receive public board agendas, minutes, and board materials. The District may appoint a representative to the Corporation's Board or change the designated liaison at any time by notifying the School in writing. Until and unless changed in writing by the District, the District elects at this time not to appoint a representative to the Corporation's Board.

16. NOTIFICATIONS TO SCHOOL PARENTS

16.1 Notification of Transferability of High School Courses: The School will notify parents of the transferability of School courses to other high schools and the eligibility of courses to meet college entrance requirements pursuant to applicable law. The School plans to provide this notification to parents as part of the CalOPS Annual Notification Packet.

17. SCHOOL RECORDS

17.1 School Records. The School will be responsible for keeping and maintaining accurate and legal records regarding its business, including, but not limited to, student and personnel records. The Corporation will implement policies and procedures regarding content and responsibility for these records and will comply with applicable law regarding retention, confidentiality, and destruction of school records. The District will be provided with a copy of this policy for review upon request. The Corporation and School agree to cooperate with the District regarding input on this policy. The School and District agree to provide any relevant, non-confidential student or personnel records to the other in a timely way. The School or District may charge for the actual cost of providing such records (e.g. copying and mailing). The School and District shall cooperate on maintaining long-term student records. The School and District also agree to reasonably cooperate with each other if further assistance beyond student records is needed following a student transfer.

18. PERSONNEL AGREEMENT

18.1 Personnel Agreement. As stated in the Charter in Element 13, (Employee Return Rights), if an employee leaves District employment, from either the sponsoring District or any other district, to work at the School, the collective bargaining agreements and District Board policies of that district shall govern the return rights of such employees. The District and the Corporation are separate employers.

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18.2 Teacher Credentials. Upon request, the School shall provide the District proof of employment of appropriately credentialed teachers at the School for that school year consistent with the credential and qualification requirements for "Teachers" set forth in the Charter and applicable law. The District reserves the right to review School staffing lists to ensure compliance with applicable law and to determine whether a teacher is deemed to be appropriately credentialed. The School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment as permitted by Education Code Sections 47605(l)(1) and 47605.4(a)..

19. INSURANCE AND INDEMNIFICATION

19.1.1 General Liability. The Corporation on behalf of the School shall maintain in force during the term of this Agreement, general and public liability coverage in amounts of not less than One Million ($1,000,000) Dollars primary and Five Million ($5,000,000) Dollars excess. The insurance or self-insurance program will include the District as an additional insured or the equivalent thereof, and certificates of insurance will be provided upon request.

19.1.2 Workers' Compensation. The Corporation on behalf of the School will maintain workers' compensation insurance to protect its employees at a limit determined by the Labor Code of the State of California and Employers' Liability insurance in the amount of One Million ($1,000,000) Dollars or its current limit of each, whichever is greater. Proof of such coverage will be furnished to the District upon request.

19.2 Property Insurance. The School shall have the sole responsibility for insuring its personal property and securing property insurance for its facility and/or property.

19.3 Indemnification. The District agrees to indemnify and hold the Corporation and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this Agreement that are the responsibility of the District that may arise as a result of the District's acts or omissions in the performance of this Agreement except such loss or damage caused solely by the negligence or willful misconduct of the Corporation.

The Corporation agrees to indemnify and hold the District and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this Agreement that are the responsibility of the School that may arise as a result of the School's acts or omissions in the performance of this Agreement, except such loss or damage caused solely by the negligence or willful misconduct of the District.

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19.4 Evidence of Coverage. The Corporation will provide the District evidence of insurance coverage upon request.

20. FACILITIES USE AGREEMENT

20.1 Facilities Use Agreement. Aside from the possible provision of facilities at the District's discretion under Section 14, if the School has a need to use any District facilities, and the District, in its sole discretion, agrees to provide such facilities, the School and District will prepare and approve a Facilities Use Agreement in addition to this MOU. Any Facilities Use Agreement will contain the details of the arrangements, including dates and fees, between the District and School for the use of a District facility. Alternatively, the School may use an existing process of the District to reserve, use and pay for facilities requested by the School. Such use shall only be granted if it does not interfere with District use and with the prior approval of the Superintendent or designee. Fees to be charged to the School for such facilities shall be mutually agreed upon by the Parties, with cancellation and refunds made in accordance with District policies regarding rental of facilities. Such facilities may include but are not limited to science lab classrooms, classrooms for administering in person testing, mailboxes or other administrative space, or space for providing in person special education services to students.

20.2 Proposition 39 Waiver. The District shall have no responsibility to construct, fund, improve, or modernize the School's facility, except to the extent that the facility may be property of the District. The District has no obligation to provide facilities to the School pursuant to Education Code section 47614 throughout the term of its Charter.

21. CONSTRUCTION AND SEVERABILITY

21.1 Amendments. This Agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement, mutually agreed upon and executed by the Parties.

21.2 Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

21.3 Dispute Resolution; Complaints. In the event of a dispute between the School and the District regarding the terms of the Charter or any other issue regarding the School and District relationship, both Parties agree to apprise the other, in writing, of the specific disputed issue(s). In the event the initiating Party believes the dispute relates to an issue that could potentially lead to revocation of the Charter, this shall be specifically noted in the written dispute statement. Within 30 days of sending written correspondence, or longer, if both Parties agree, the Executive Director of the School

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and the District Superintendent, or their designees, shall meet and confer in an attempt to resolve the dispute. The designees must be identified and confirmed in writing. If this joint meeting fails to resolve the dispute, the School representative and the District representative shall meet again within 15 days, or longer if both Parties agree, to identify a neutral, third party mediator to assist in dispute resolution. Unless jointly agreed, the process involving assistance of a third party mediator shall conclude within 45 days.

All mediation costs and all other costs associated with dispute resolution shall be shared equally by the School and the District, provided that each Party shall be solely responsible for its own attorney's fees. The School is entitled to receive funds throughout the term of the Charter despite any such dispute. In the event of a dispute between the School and the District, the District shall not be permitted to withhold, as a remedy or otherwise, any funds received on behalf of the School.

In the event the third party mediation process does not result in resolution of the dispute, both Parties agree to continue good faith negotiations. If the District indicates in writing that the violation constitutes a severe and imminent threat to the health and safety of the School's students, the District is not required to utilize mediation, but reserves the right to take any action it deems appropriate to ensure the safety of students.

In addition to the processes above, the Board will develop, adopt and maintain updated policies and procedures for resolving internal and external disputes and grievances. These procedures will be included in the Parent/Student and Employee Handbooks, and provided to the District in accordance with the requirements of Section 9.8.

The District agrees to promptly refer all complaints regarding the School's operations to the School staff and/or the Board for resolution in accordance with the School's adopted policies, except for a complaint that the District reasonably believes could lead to potential revocation of the Charter or a complaint related to a severe or imminent threat to the health and safety of the students. D Upon request, the District shall have the right to review all records concerning UCP complaints received by the School.

21.4 School Governance. The Corporation is incorporated as a California non-profit public benefit corporation. The School will be governed by the Board of Directors pursuant to its bylaws.

The Board will adhere to all applicable laws for non-profit public benefit corporations operating a charter school, including but not limited to the laws regarding interested parties and conflict of interest. In addition, the Board agrees to conduct its business in compliance with all applicable public transparency laws: the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), the California Public Records Act (Government Code Section 7920.000 *et seq.*), and Government

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Code Section 1090, *et seq.*, as each are made applicable to charter schools in Education Code section 47604.1. The Board will adopt and regularly update a Conflict of Interest Code under the Political Reform Act. The Board will also adhere to any additional statutes or requirements regarding charter school governance that are specifically made applicable to California charter schools.

21.5 Notifications. All notices, requests and other communications (collectively "Notices") under this Agreement given to or by the Parties shall be in writing. Notices shall be deemed to have been duly given on the date of service if personally served on the Party to whom the Notice is to be given, or seventy two (72) hours after mailing by United States first class mail, registered or certified mail, postage pre-paid, and addressed to the Party to whom Notice is to be given at the proper addresses as follows:

To the District at:
Scotts Valley Unified School District
Attn: Tanya Kraus, Superintendent
108 Whispering Pines Drive, Suite 115
Scotts Valley, CA 95066

To the Corporation and the School at:
California Online Public Schools Monterey Bay
33272 Valle Rd,
San Juan Capistrano, CA
92675
Attn: Superintendent, Dr. Richard Savage

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IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year set forth below.

On behalf of the Scotts Valley Unified School District:

X _____

Tanya Krause
Superintendent, SVUSD

On behalf of California Online Public Schools, for California Monterey Bay Charter School:

X DocuSigned by: Richard Savage 3E5D9F2CDCCC49C... _____

Dr. Richard Savage
Superintendent, CalOPS Monterey Bay

X DocuSigned by: Elaine Pavlich 8D8A12412F47408... _____

Elaine Pavlich
Board President, CalOPS

4876-5681-2478, v. 1

California Online Public Schools 401(k) - 522213-01

Reference Number	Payroll Date	Expected Total [1]	Cash Effective Date [2]
2914557678	08/25/2026	$215,864.54	08/26/2026

[1] Expected Total is used for reconciliation purposes only. It may or may not equal the actual total for the contribution.
[2] If processed before 2 a.m. Eastern Time.

Money Source	Description	Verify Money Source	Total Amount
BTK 1	EMPLOYEE BEFORE TAX	✓	$100,701.70
LON 1	LOAN REPAYMENT	✓	$4,212.15
RTH 1	ROTH CONTRIBUTION	✓	$32,238.96
SHM 1	SAFE HARBOR MATCH	✓	$78,711.73

Expected Total: $215,864.54
Actual Total: $215,864.54

Total Amount to be Remitted by Employer: $215,864.54

Account nickname	Bank	Bank account number	Amou
Payroll	JPMORGAN CHASE BANK, NA	XXXXX7900	$215,864.

Total: $215,864.54
Remaining Balance: $0.00

Confirmation Messages:
✓ I have read and accept all warnings and notices on this page.

Print Employee Contributions have been processed and submitted.
You may print this page as confirmation for your records.

Verification Code:
89,-101,-124,46,-122,50,-80,-73,-67,-22,74,7,96,78,-71,-32,-97,-66,80,-123,71,84,-32,-20,127,-60,104,-123,60,74,119,9,-105,122,63,123,-1,-102,92,7,95,6,-9,67,-100,43,-60,-42,-53,25,124,103,-32,-71,98,-58,-65,116,71,-36,117,-51,-67,-2

California Online Public Schools

PURCHASE ORDER # PO 2026-27-13

PO Date:	Aug. 6, 2026
Payment Terms:	--
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 10, 2026

BILL TO

Financial Services

Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

MIND Education

5281 California Ave, Suite 300,
Irvine, CA, 92617, United States

SHIP TO

CalOPS

Leslie Dombek

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	ST Math	1	each	39,500.00	39,500.00

Purpose : Curriculum

Board Approval Required (Over $100k) : No

NOTES

*** Quote attached with details***

Subtotal	39,500.00
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**39,500.00 USD**

REMIT INVOICES TO:

All invoices should be sent to: Finance@californiaops.org



MIND Education
5281 California Avenue, Suite 300
Irvine, CA 92617
949-345-8700
866-569-7014
www.mindeducation.org

Please submit purchase orders:
By email: purchaseorders@mindeducation.org
By Fax: 1-866-569-7014
You can view our technical requirements here.
Thank you for being an ST Math partner!

Created Date	2/27/2026
Quote Number	00024910
Expiration Date	7/31/2026
Partnership Manager	Melissa Sullivan
Partnership Manager Email	msullivan@mindeducation.org
Education Success Manager	Melissa Sullivan
Education Success Manager Email	msullivan@mindeducation.org

Bill To Name	California Online Public Schools - District	Ship To Name	California Online Public Schools - District
Bill To	33272 Valle Road SAN JUAN CAP, CA 92675-4842 United States	Ship To	33272 Valle Road SAN JUAN CAP, CA 92675-4842 United States

Product	Account	Quantity	Detail Description	Total Price
Renew ST Math Site Subscription (1-150 Students)	CA Connections Acdmy - Central Coast	1.00	ST Math Site Subscription renewal includes: Annual Software License, One (1) virtual PL Offering, Implementation Support, ST Math Academy On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	USD 3,500.00
Renew ST Math Site Subscription (1-150 Students)	CA Connections Acdmy - North Bay	1.00	ST Math Site Subscription renewal includes: Annual Software License, One (1) virtual PL Offering, Implementation Support, ST Math Academy On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	USD 3,500.00
Renew ST Math Site Subscription (251+ Students)	CA Online Public Schools - Northern California	1.00	Annual Renewal ST Math Site Subscription License: - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	CA Online Public Schools - Southern California	1.00	Annual Renewal ST Math Site Subscription License: - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 12,000.00
			ST Math Site Subscription renewal includes:	



Renew ST Math Site Subscription (251+ Students)	CA Connections Acdmy - Central Vly	1.00	Annual Software License, One (1) Virtual PL Offering, Implementation Support, ST Math Academy On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	CA Connections Acdmy - Monterey Bay	1.00	ST Math Site Subscription renewal includes: Annual Software License, One (1) Virtual PL Offering, Implementation Support, ST Math Academy On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support	USD 12,000.00
Renewal Discount		2.00	DISCOUNT APPROVED BY MIND RENEWALS DEPARTMENT Applied to CA Connections Academy-North Bay Applied to CA Connections Academy- Central Coast	USD -3,500.00
Renewal Discount		2.00	DISCOUNT APPROVED BY MIND RENEWALS DEPARTMENT Applied to CA Connections Academy-Monterey Bay Applied to CA Connections Academy-Central Vly	USD -12,000.00

Subtotal	USD 39,500.00
Grand Total	USD 39,500.00

Total does not include any applicable sales tax. If you are not tax exempt the final invoice may include sales tax, depending upon your state and local tax regulations. If you are tax exempt, please send a copy of your tax exemption certificate to remittance@mindeducation.org in order to ensure that sales tax is not included on your final invoice.

Start Date	7/1/2026
End Date	6/30/2027

California Online Public Schools

PURCHASE ORDER # PO 2026-27-16

PO Date:	Aug. 7, 2026
Payment Terms:	--
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 10, 2026

BILL TO

Financial Services

Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

Classwork Co DBA Classkick

PO Box 772728,
Detroit, MI, 48277-2728, United States

SHIP TO

CalOPS

Leslie Dombek

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	Classkick	1	each	28,929.00	28,929.00

Purpose : Curriculum

Board Approval Required (Over $100k) : No

NOTES

Quote attached with details

Subtotal	28,929.00
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**28,929.00 USD**

REMIT INVOICES TO:

All invoices should be sent to: Finance@californiaops.org

classkick

Renewal Quote

Classwork CO, DBA Classkick
classkick.com

CUSTOMER:
California Online Public Schools (formerly California Connections

QUOTE #	2021-40882
QUOTE DATE	2/20/2026
QUOTE EXPIRES	7/1/2026

DESCRIPTION		QUANTITY	1 YR TERM	2 YR TERM	3 YR TERM
Classkick Pro Subscription		1	☐	☐	☐
TERM START DATE:	7/1/2026		$28,929	$57,858	$86,787
Multi-year Discount:				3.00%	5.00%
TOTAL:			**$28,929**	**$56,122**	**$82,448**

NOTES:
The Classkick Pro license is available to the number of teachers listed in your agreement -- all site administrators and students have unlimited access. Your subscription includes PD sessions at no additional cost -- book them here https://calendly.com/classkick. This subscription term ends 12 months after term start date.

Payment Method (Check One): ☐ PO ☐ Check ☐ Wire Transfer

Subscription Acceptance

Name _____ **Date** _____

Title _____ **Email** _____

Signature _____

This signature acknowledges the quoted price above and will initiate the purchase order and invoicing process.
Submitted a signed quote will send an invoice and confirm your subscription.

Subscription Assignments

Classkick Pro Account Owner/Admin ☐ Same as above

Name _____ **Email** _____ **Title** _____

Billing Contact Email ☐ Same as above

Name _____ **Email** _____ **Title** _____

Remit payment to:

Classwork Co, DBA Classkick
PO Box 772728
Area #2223001
Detroit, MI 48277-2728 USA

In the check memo please include:
"Area #2223001"
billspayable@classkick.com

Our W-9 is below (page 2 of this invoice) or you can download it here: classkick.com/w9.
Memberships are refundable for up to 30 days. Membership renews automatically unless canceled in writing or via a software application system earlier than 30 days before the end date.
This Order is governed by the terms of Classkick's Terms of Service found at Terms of Service. Please see our Privacy Policy.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Classwork Co

2 Business name/disregarded entity name, if different from above.

Classkick

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2045 W Grand Ave Ste B PMB 50472

Requester's name and address (optional)

6 City, state, and ZIP code

Chicago, IL 60612

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	3	5	5	0	5	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Joy K. Moore* Date **01/03/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

California Online Public Schools

PURCHASE ORDER # PO 2026-27-17

PO Date:	Aug. 7, 2026
Payment Terms:	30
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 7, 2026

BILL TO

Financial Services

Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

Renaissance Learning Inc

PO Box 64910,
St Paul, MN, 55164-0910, United States

SHIP TO

CalOPS

Than Short

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	Nearpod by Renaissance	1	each	71,180.00	71,180.00

Purpose : Curriculum

Board Approval Required (Over $100k) : No

NOTES

Quote attached for details

Subtotal	71,180.00
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**71,180.00 USD**

REMIT INVOICES TO:

All invoices should be sent to: Finance@californiaops.org

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-441449 v1

California Online Public Schools - 8085848

Primary Contact
Leslie Dombek
Email - ldombek@californiaops.org
33272 Valle Rd
San Juan Capistrano, CA 92675-4842

Billing Account
California Online Public Schools – 8085848
33272 Valle Road
San Juan Capistrano, CA 92675

Quote Summary

School Count: 6

Renaissance Products & Services Total	$71,180.00
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $71,180.00**

This quote includes: Nearpod.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Account information is correct.

Renaissance Learning, Inc.	California Online Public Schools
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 25-Jun-2026	Date:

Please e-sign OR print, sign, and return this Quote to your Account Representative Ross Jeske at ross.jeske@renaissance.com. For any changes or additional information, please reach out by email or phone at (847) 850-1148. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-441449 v1

be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-441449 v1

Quote Details

CALCA CENTRAL COAST – 11047558

Products & Services	Quantity	Unit Price	Total
Nearpod			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Nearpod Premium Plus	1420	$3.84	$5,452.80
Nearpod Math Program (IM View)	1420	$3.71	$5,268.20
Nearpod English Learner Program	50	$23.35	$1,167.50
Nearpod Social Studies Program	1420	$0.00	$0.00
Nearpod Math Program (Standards View)	1420	$0.00	$0.00
		Quote Year 1 Subtotal	**$11,888.50**
		CALCA CENTRAL COAST Total	**$11,888.50**

CALCA CENTRAL VALLEY – 11008149

Products & Services	Quantity	Unit Price	Total
Nearpod			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Nearpod Premium Plus	1416	$3.84	$5,437.44
Nearpod Math Program (IM View)	1416	$3.71	$5,253.36
Nearpod English Learner Program	50	$23.35	$1,167.50
Nearpod Social Studies Program	1416	$0.00	$0.00
Nearpod Math Program (Standards View)	1416	$0.00	$0.00
		Quote Year 1 Subtotal	**$11,858.30**
		CALCA CENTRAL VALLEY Total	**$11,858.30**

CALCA MONTEREY BAY – 11071703

Products & Services	Quantity	Unit Price	Total
Nearpod			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Nearpod Premium Plus	1416	$3.84	$5,437.44
Nearpod Math Program (IM View)	1416	$3.71	$5,253.36
Nearpod English Learner Program	50	$23.35	$1,167.50
Nearpod Social Studies Program	1416	$0.00	$0.00
Nearpod Math Program (Standards View)	1416	$0.00	$0.00
		Quote Year 1 Subtotal	**$11,858.30**
		CALCA MONTEREY BAY Total	**$11,858.30**

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Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-441449 v1

CALCA NORCAL – 11154048

Products & Services	Quantity	Unit Price	Total
Nearpod			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Nearpod Premium Plus	1416	$3.84	$5,437.44
Nearpod Math Program (IM View)	1416	$3.71	$5,253.36
Nearpod English Learner Program	50	$23.35	$1,167.50
Nearpod Social Studies Program	1416	$0.00	$0.00
Nearpod Math Program (Standards View)	1416	$0.00	$0.00
		Quote Year 1 Subtotal	**$11,858.30**
		CALCA NORCAL Total	**$11,858.30**

CALCA NORTH BAY – 11189703

Products & Services	Quantity	Unit Price	Total
Nearpod			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Nearpod Premium Plus	1416	$3.84	$5,437.44
Nearpod Math Program (IM View)	1416	$3.71	$5,253.36
Nearpod English Learner Program	50	$23.35	$1,167.50
Nearpod Social Studies Program	1416	$0.00	$0.00
Nearpod Math Program (Standards View)	1416	$0.00	$0.00
		Quote Year 1 Subtotal	**$11,858.30**
		CALCA NORTH BAY Total	**$11,858.30**

CALCA SOCAL – 11194395

Products & Services	Quantity	Unit Price	Total
Nearpod			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Nearpod Premium Plus	1416	$3.84	$5,437.44
Nearpod Math Program (IM View)	1416	$3.71	$5,253.36
Nearpod English Learner Program	50	$23.35	$1,167.50
Nearpod Social Studies Program	1416	$0.00	$0.00
Nearpod Math Program (Standards View)	1416	$0.00	$0.00
		Quote Year 1 Subtotal	**$11,858.30**
		CALCA SOCAL Total	**$11,858.30**

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Quote
Q-441449 v1

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California Online Public Schools

PURCHASE ORDER # PO 2026-27-18

PO Date:	Aug. 10, 2026
Payment Terms:	--
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 11, 2026

BILL TO

Financial Services

Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

Incident IQ, LLC

PO Box 896865,
Charlotte, NC, 28289-6865, United States

SHIP TO

CalOPS

Josh Mendoza

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	Incident IQ IT Pro, Subscription	1	each	53,646.32	53,646.32

Purpose : Technology / IT

Board Approval Required (Over $100k) : No

NOTES

Quote Attached for details

Subtotal	53,646.32
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**53,646.32 USD**

REMIT INVOICES TO:

All invoices should be sent to: Finance@californiaops.org



Quote Name	Updated: California Online Public - CA - [PRO] - Platform Renewal - 2026 - 2027 (Year 3 of 3)	Created Date	6/29/2026
		Expiration Date	12/31/2026
Company Address	750 Glenwood Ave SE Suite 320 Atlanta, GA 30316 US	Quote Number	57238
Contract Start Date	10/9/2026		
Contract End Date	10/8/2027		

Bill To Name	California Online Public Schools	Ship To Name	California Online Public Schools
Bill To	33272 VALLE RD. SAN JUAN CAPISTRANO, CA 92675 United States	Ship To	33272 VALLE RD. SAN JUAN CAPISTRANO, CA 92675 United States

Product Code	Product	Product Description	Sales Price	Quantity
iiQ-6700	iiQ IT Pro	Incident IQ IT Pro, Subscription	$53,646.32	1.00

Total Price	$53,646.32

All Incident IQ products and services are purchased and delivered pursuant to the Incident IQ Cloud Services Master Subscription Agreement, as found at https://www.incidentiq.com/legal/master-services-agreement, along with any applicable Supplements (available at https://www.incidentiq.com/legal). All of the aforementioned are incorporated into this ordering document by reference to the maximum extent permitted by local, state, and federal laws and regulations. For any legal questions, please contact us at legal@incidentiq.com.

California Online Public Schools

PURCHASE ORDER # PO 2026-27-22

PO Date:	Aug. 10, 2026
Payment Terms:	--
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 12, 2026

BILL TO

Financial Services
Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

Netrix
Netrix

Attn Accounts Receivable PO Box 735745,
Chicago, IL, 60673-5745, United States

SHIP TO

CalOPS
Nick Espy

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	CalOPS - Netrix support Renewal	1	Contract	132,948.00	132,948.00

Purpose : Technology / IT

Board Approval Required (Over $100k) : No

NOTES
Agreement atttached with details

Subtotal	132,948.00
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**132,948.00 USD**

REMIT INVOICES TO:
All invoices should be sent to: Finance@californiaops.org

Netrix GLOBAL

Statement of Work

Netrix SOW Number: 333870

Upon execution by both parties, this SOW is effective and is covered by the Terms in the applicable master agreement between the parties, and if no master agreement exists the terms of the Netrix Master Services Agreement shall apply, a copy of which may be found at http://www.netrixglobal.com/contracts/ (in either case, the "Agreement"). In the event of a conflict between the Agreement and this SOW, the order of precedence shall be this SOW, the Additional Terms Exhibit, and then the Agreement. By signing, the signatories each represent that they have the authority to bind their respective organizations listed below to this SOW and the Agreement. Upon the date last set forth below (the Effective Date), the Parties agree as follows:

Pricing is valid through 08-28-2026.

FOR REVIEW PURPOSES ONLY. SIGNATURE BLOCK TO BE ADDED WHEN APPROVED FOR EXECUTION.

A. Client Name and Location:

Client Name	California Online Public Schools ("Client")
Service Location	California Online Public Schools 33272 Valle Road San Juan Capistrano, CA 92675
Committed Term Length	36 months
Opportunity Number	333870
Client Billing Address	California Online Public Schools 33272 Valle Road San Juan Capistrano, CA 92675

B. Initial Client Contacts Information:

Name	Title	Email

C. Description of Project:

Project Name: RENEWAL: Networking Services 147159 - Meraki to SoCal

The following table describes each product included in this statement of work.

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Netrix GLOBAL

Statement of Work

Description
Managed Services: Cloud: Infra MS: Add-on: One (1) UPS devices for Infrastructure Managed Services program. (per device) Managed Services: Cloud: Infra MS: Infrastructure Managed Services Base Program. Includes monitoring, alert response, customer notification, and incident/problem management delivered through the 24x7 Technical Operations Center (TOC). Monitoring - Netrix will provide monitoring tools and, if practical, will leverage any internal monitoring capabilities embedded in the devices or systems to be monitored. Alert Watch - Netrix will receive and watch the alerts generated by the monitoring tools and systems. Event Response, Notification, and Ticket Management - Once an alert is generated, Netrix responds to that alert by escalating notification to the client and/or relevant third parties (i.e. network carriers, equipment vendors, related service providers, etc.), and further includes ticket management for updates, further escalations as necessary, and follow through to ticket resolution. Service Level Agreements (SLA) - SLAs are included for Initial Response and Resolution for all tickets (Incidents and Requests). Reporting - Reporting includes self-service reporting from the monitoring portal(s), closed ticket reports, and monitoring reports. The service items that are included in the program are as follows: An incident is an unplanned extended or reproducible interruption to an IT service, a material reduction in the quality of an IT service, or a reproducible failure of a device or configuration item. Incident Management includes responding to failures, questions or issues reported by users or technical staff, and alerts generated by monitoring tools. The goal of Incident Management is to restore normal service operation as quickly as possible within designated service levels. Problem Management is the process for dealing with problems, and a problem is the cause of one or more incidents. The goal of problem management is to minimize problems and their resulting incidents, to reduce the frequency of recurring incidents, and to minimize the impact of incidents that cannot be prevented. Change Management is the process for recording, tracking, obtaining approvals for, scheduling and executing changes to a managed environment that require change management approval. Service Request Management is the process for dealing with service requests. These are minor, low-risk requests of less than four hours in duration such as user level moves, adds, changes, or deletes (MACDs) or minor configuration changes that do not require change management approval. Release and Deployment Management is the process followed in order to package, build, test, and deploy a release into production. This includes firmware, operating systems, or systems' applications of the devices or systems comprising Client's selected options. In

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our program for Windows servers and workstations, this includes weekly or monthly patch management plus an annual service pack. For all other network, systems, or unified communications infrastructure, this means quarterly minor releases and an annual major numbered release. Except for Windows servers and workstations, Client selects which releases to deploy - we do not automatically deploy every release.

Asset and Configuration Management is the process for managing and tracking IT assets and their configurations with the objective of defining and controlling the components of IT service and its infrastructure and maintaining accurate configuration information.

Capacity and Performance Management from an operational perspective is closely related to capacity and performance monitoring. Excluding end-user computing, all components of the IT infrastructure within the scope of Service set forth in this SOW will be continually monitored for incident alerts capacity, and performance so that any potential problems or trends can be identified at an early stage.

Reporting and Governance This item includes periodic service reviews, open ticket reviews if needed, quarterly governance meetings, and quarterly strategic reviews and planning sessions.

Managed Services: Cloud: Network MS: Add-on: One (1) basic network device for Infrastructure Managed Services program. (per device)

Managed Services: Cloud: Network MS: Add-on: One (1) advanced firewall for Infrastructure Managed Services program. (per device)

Mdg Svcs: Cloud: Network: One (1) WAP Management (per device)

D. Pricing:

The following table provides pricing for products and services included in this statement of work.

Item Description	Qty	Each	Monthly Recurring Cost (MRC)
Mdg Svcs: Cloud: Infra MS: Add-on: One (1) UPS Device (per device).	2	$137.50	$275.00
Mdg Svcs: Cloud: Infra MS: Infrastructure Managed Services Base Program.	1	$110.00	$110.00
Mdg Svcs: Cloud: Network MS: Add-on: One (1) Basic Network (per device).	8	$165.00	$1,320.00
Mdg Svcs: Cloud: Network MS: Add-on: One (1) Advanced Firewall (per device).	3	$528.00	$1,584.00
Mdg Svcs: Cloud: Network: One (1) WAP Management (per device).	9	$11.00	$99.00
		Total MRC	**$3,388.00**

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Total MRC and NRC Charges*	Total MRC	Total NRC
Total	$3,693.00	$0.00

*Pricing does not include any applicable Federal, State, and local Taxes, surcharges, and Fees. Please also see the Additional Terms.

Start Date for Committed Term: The Start Date for the initial committed term ("Initial Term") of the Subscription Services is the date Netrix makes available and/or begins performance of all applicable Subscription Services at all locations identified in the SOW. To the extent that a portion of the Subscription Services are made available for Client's use or performed by Netrix on behalf of Client prior the Start Date, then Client shall be billed on a pro-rated basis for the Subscription Services that were actually made available and/or performed by Netrix prior to the Start Date.

E. Items to be Provided by Client:

1. Client will designate a Project Coordinator for this project. The Coordinator will be the main point of contact between Netrix and Client.
2. Client shall ensure a designated site contact is always reachable during the Services for the entire duration of the project.
3. Client will provide Netrix with workspace and network connections for on-site efforts.
4. Client will work with Netrix to develop an outage schedule, if applicable. Client will be responsible for notifying users of the outage schedules.
5. Client has and will maintain valid licenses for all systems relevant to this project and will maintain manufacturer software and hardware support contracts for all related hardware and software.
6. Client will provide adequate power and network connectivity.
7. Client will ensure decisions are made in a timely fashion as needed for agreed project schedule milestones.
8. Client will provide Netrix engineers with remote access to its network and servers upon Netrix request. This could be in the form of VPN access or SSH to the applicable network segments and devices.
9. Client will provide appropriate technical resource(s) (up to Global Administrator) and/or access to systems to enable Netrix resources to access all components, environments, and systems as needed in a timely manner.
10. Where possible, portions of the Services will be provided remotely to reduce travel costs.
11. Client will provide appropriate credentials to the network devices and servers with administrator level access to Netrix engineers where necessary, including domain administrator privileges in the domain.
12. Client will provide administrative access to the servers and systems required for the implementation of the described technologies.
13. Client will provide adequate space and climate control capable of supporting the new equipment.
14. Client will have a current backup of all necessary data in the event a data recovery is necessary.
15. If applicable, Client agrees to execute a Proof of Execution (POE) document based on the Netrix-provided template.

F. Assumptions:

1. Where possible, portions of the Services will be provided remotely to reduce travel costs.
2. Client will reimburse Netrix for expenses.
3. Any delays that are not a direct result of Netrix activity may result in delays to the overall project timeline and may incur a change order.
4. Resource reservations, including scheduled status meetings and requests for resources to remain on standby status, will be billed for the full time of the reservation.

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5. In the event of a Client initiated pause in the project of greater than two (2) calendar weeks, Netrix will invoice Client for the current relevant milestone.

G. Additional Terms:

1. **Subscription Services Additional Terms Exhibit:** The additional terms applicable to Subscription Services set forth above may be found in the Subscription Services Additional Terms Exhibit ("Additional Terms Exhibit") located at www.netrixglobal.com/contracts,, which are incorporated into and made a part of this SOW.
2. **No Warranty For Data Protection Breach:** Client acknowledges that Netrix does not guarantee or warrant that its provision of the Services under this SOW, including managed security and/or detection services, will eliminate all risk of a data security breach, including ransomware and malware attacks, or prevent damage from network or system security breaches, and that Netrix's obligations and responsibilities in connection with data security are expressly limited to those set forth in the Agreement and this SOW.
3. **SOW Expiration:** Unless otherwise approved by Netrix in writing or by executing this SOW, this SOW, including pricing, shall be invalid if not fully executed by Client on or before the date for pricing validity set forth at the top of this SOW.
4. **Contract Term and Termination:** The Initial Term of the Subscription Services shall begin on the Start Date set forth in the applicable SOW and, if no Start Date is provided, on the date that Netrix makes available and/or begins performance of all applicable Subscription Services at all locations identified in the SOW. To the extent that a portion of the Subscription Services are made available for Client's use or performed by Netrix on behalf of Client prior the start date of the Initial Term, then Client shall be billed on a pro-rated basis for the Subscription Services actually made available and/or performed by Netrix prior to the start date. The Initial Term shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term") unless notice of non-renewal is delivered to the non-terminating Party at least ninety (90) days prior to the end of the then-current term. Netrix may increase pricing at the start of any Renewal Term.
5. This SOW includes a term commitment and any termination for convenience by Client during the course of the Term shall be a material breach. Client acknowledges that it received discounted pricing in exchange for a Term commitment, that certain costs are built into the monthly recurring charge (including third-party licenses and charges tied to the Services), and that Netrix is otherwise relying on the Term commitment in connection with other matters tied to its provision of the Services under this SOW. Upon Netrix's receipt of any demand for early termination for convenience, Client shall pay all unpaid amounts due as of the effective date of termination plus an early termination fee (''ETF'') equal to 100% of the total monthly recurring charges set forth in this SOW for the terminated Services for all months remaining in the applicable Term. All parties acknowledge and agree that Netrix will have suffered damages on account of the early termination, that Netrix's damages are uncertain and difficult to provide, and such ETF is a reasonable estimate of the amount of damages sustained by Netrix as a result of such early termination under the circumstances currently existing.
6. **Global Delivery Resources**: Client acknowledges and agrees that, in order to provide high quality, 24x7 managed services in a cost effective and operationally resilient manner, Netrix may perform certain aspects of the Services through its affiliated global delivery centers, including those located in India, Bulgaria, the Philippines, and Argentina (collectively, "Global Delivery Resources"). These Global Delivery Resources support Netrix's ability to provide around the clock service desk coverage, network operations monitoring, cybersecurity operations, Managed Detection and Response (MDR), and other managed services functions. Netrix shall remain fully and solely responsible for the acts, omissions, performance, and compliance of its Global Delivery Resources as if such activities were performed directly by Netrix. All Work provided through Global Delivery Resources shall be delivered in accordance with the SOW and the Agreement, and Netrix shall

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ensure that all personnel performing the Services – whether employed by Netrix or its Affiliates – meet the applicable competency, security, and professionalism standards required under the SOW and the Agreement.

7. **SLA & KPI Exclusions**: Notwithstanding anything to the contrary herein, SLA and KPI measurements shall not apply, and Netrix shall have no liability for any failure, delay, degradation, or non-conformance to the extent caused by factors outside Netrix's reasonable control, including: (a) Client-caused issues, such as failure to provide timely access, credentials, approvals, information, or accurate asset data, or Client-imposed policy restrictions, change controls, or configuration limitations that prevent or delay Netrix's performance; (b) third-party dependencies, including outages or performance degradation from ISPs, carriers, cloud providers, SaaS platforms, OEMs, or other vendors, and delays in third-party support, RMA, or TAC escalations; (c) unsupported environments, including end-of-life or end-of-support hardware/software, expired licenses or support contracts, non-standard configurations, or disabled monitoring/security agents; (d) external events, such as force majeure, utility failures, power outages, or physical site access restrictions; or (e) scheduled maintenance windows, Client-approved change freezes, or other planned downtime. Multiple tickets or alerts stemming from a single root cause shall be measured as one incident for SLA and KPI purposes. Notwithstanding these exclusions, Netrix shall use commercially reasonable efforts to notify Client promptly of any such conditions that may impact service delivery and work cooperatively with Client to resolve or mitigate such issues where feasible.
8. **Vendor / Third Party Product Terms**: Any third-party software, products, services, or licenses included in this SOW for Client's use and/or access (collectively, "Third Party Products" or "Products") are provided solely pursuant to the applicable terms and conditions for such Third Party Products. The applicable term and conditions are located at www.netrixglobal.com/contracts/thirdpartyterms.

Microsoft-Specific Additional Terms

9. **Microsoft Funds or Vouchers –** If Microsoft vouchers have been approved for this project, such vouchers will be assigned to Netrix upon project commencement and amounts paid by Microsoft shall be credited against the amount owed by Client. If funding other than vouchers have been approved, Client will execute such approval documents as requested by Netrix and funds will be credited upon receipt. Client shall return the signed approval documents within three days of completion of the Services. While Netrix will use all reasonable efforts to secure payment of such vouchers or other funding on Client's behalf, Client acknowledges that provision of vouchers or other funding by Microsoft is in Microsoft's sole discretion. Client shall pay for all Services for which Microsoft does not provide payment.
10. **Claiming Partner of Record (CPOR)** - For eligible Microsoft 365 projects, Netrix will associate Client and the workload under this SOW with Microsoft for purposes of Claiming Partner of Record ("CPOR"). CPOR is an incentive program that enables Netrix to help Client optimize the use of Microsoft services for desired business outcomes by providing Netrix with access to usage and consumption data. For purposes of CPOR, Client authorizes Netrix to associate the workload under this SOW with Microsoft and provide Microsoft with this SOW, Client's Domain Name and Directory ID (or Tenant ID), and Client's business and/or technical contact name, title and email address. Client agrees to reasonably assist Netrix to obtain the foregoing information to the extent such assistance is needed. Microsoft will notify Client of the association request and Client will have the opportunity to opt out or cancel the association request at any time.

This SOW includes a term commitment and any termination for convenience by Client during the course of the Term shall be a material breach. Client acknowledges that it received discounted pricing in exchange for a Term commitment, that certain costs are built into the monthly recurring charge (including third-party licenses and charges tied to the Services), and that Netrix is otherwise relying on the Term commitment in connection with other matters tied to its provision of the Services under this SOW. Upon

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Netrix's receipt of any demand for early termination for convenience, Client shall pay all unpaid amounts due as of the effective date of termination plus an early termination fee (''ETF'') equal to 100% of the total monthly recurring charges set forth in this SOW for the terminated Services for all months remaining in the applicable Term. All parties acknowledge and agree that Netrix will have suffered damages on account of the early termination, that Netrix's damages are uncertain and difficult to provide, and such ETF is a reasonable estimate of the amount of damages sustained by Netrix as a result of such early termination under the circumstances currently existing.

H. Priority Levels and Service Level Agreements (SLAs):

Ticket priorities are defined by the following matrix based on the urgency of the situation (high, medium, low or service request) as well as the impact (from extensive/widespread to localized or single user):

		IMPACT			
	Priority Matrix	**1 - WIDESPREAD**	**2 - SIGNIFICANT**	**3 - MODERATE**	**4 - LOCALIZED**
URGENCY	**CRITICAL** (Organization outage, must be fixed now)	P1	P1	P2	P2
	HIGH (Urgent! Partial loss or disruption of critical business or functionality)	P1	P2	P2	P3
	MEDIUM (Users are inconvenienced)	P2	P3	P3	P3
	LOW (Moves, Adds and Changes)	P4	P4	P4	P4

The SLAs are based on the priority of the ticket as well as the managed service offer selected based on the following table:

SLAs*	INITIAL RESPONSE	RESOLUTION	RESOLUTION TARGET
P1 (Priority 1)	.5 Hours	6 clock hours	90% resolution
P2 (Priority 2)	2 Hours	12 clock hours	90% resolution
P3 (Priority 3)	3 Hours	3 business days	90% resolution

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P4 (Priority 4)	4 Hours	5 business days	90% resolution

I. SLA Credits for Managed Services:

1. Notwithstanding anything set forth in the Agreement or this SOW, the SLA credit described in this section is Client's sole and exclusive remedy in connection with any failure by Netrix to meet an SLA objective.
2. SLAs are based on tickets entered into the Netrix ticketing system and the associated timestamps. Netrix will meet the response times above at least 90% of the time (rounded down for non-whole integers), on a monthly basis, excluding scheduled maintenance. Response times commence upon Netrix receipt of a system alert or Service Request, as applicable.
3. The determination of 90% threshold is calculated by multiplying 90% by the number of closed tickets in the prior month for each given priority and rounding down to the nearest whole number. For example, 90%* 8 P2 tickets equals an SLA compliance threshold of 7. If only 6 or less tickets met a given SLA in that month, then the SLA was not met. Reports are generated monthly for the previous month's SLA performance of closed tickets.
4. For each ticket that falls below the compliance threshold for each priority's SLAs, Client's exclusive remedy shall be a credit as follows based on a percentage of that month's MRC:

Priority	Response SLA	Resolution SLA
P1	1%	5%
P2	1%	3%
P3	0.75%	2%
P4	0.5%	1%

5. Only one (1) credit (which will be based on the credit which provides the greatest recovery) under this SLA will be provided for any single event, even if multiple commitments hereunder are not met as a result of such event. By way of example and not limitation, if Netrix fails its initial response time and resolution obligations in connection with the same ticket, only one (1) credit under this SLA will be applied with respect thereto.
6. **Maximum Monthly SLA Credit**
   - The maximum SLA credit is limited to 10% of the MRC notwithstanding the calculations defined above. If a credit is owed based on the previous month's performance, the credits will be issued on the following month's invoice.

Draft

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California Online Public Schools

PURCHASE ORDER # PO 2026-27-25

PO Date:	Aug. 13, 2026
Payment Terms:	--
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 13, 2026

BILL TO

Financial Services

Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

Turnitin LLC

PO Box 894403,
Los Angeles, CA, 90189-4403, United States

SHIP TO

CalOPS

Leslie Dombek

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	Turnitin	1	each	52,096.17	52,096.17

Purpose : Curriculum

Board Approval Required (Over $100k) : No

NOTES

Quote attached for details

Subtotal	52,096.17
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**52,096.17 USD**

REMIT INVOICES TO:

All invoices should be sent to: Finance@californiaops.org

Renewal Notice

Thanks for another great year with Turnitin! Your contract is scheduled for renewal on 7/29/2026, and an invoice will be issued to you without any need for another Order Form.

Renewal Notice Number: Q-915782

Customer Information	
Billing Account: California Online Public Schools	
Billing Street: 33272 Valle Road	Primary Contact: Leslie Dombek
Billing City: San Juan Capistrano	Primary Contact Email: ldombek@californiaops.org
Billing State/Province: CA	
Billing Zip/Postal Code: 92675	Billing Contact: LaChelle Carter
Billing Country: United States	Email: finance@californiaops.org
Tax ID Number:	

Term and Termination

Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Feedback Studio	Enterprise	29-Jul-2026	28-Jul-2027	1	USD 31,719.61
Turnitin Originality	Enterprise	29-Jul-2026	28-Jul-2027	1	USD 6,585.41
Turnitin Clarity	Enterprise	29-Jul-2026	28-Jul-2027	1	USD 13,791.15
				Net Total:	USD 52,096.17
				Gross Total:	USD 52,096.17

Product Descriptions

Turnitin Feedback Studio	Check for similarity and streamline feedback and grading essays
Turnitin Originality	Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

Turnitin Clarity	Turnitin Clarity is a collaborative writing tool that enables educators to support students in the writing process. It includes a composition space where students draft their assignments while insights on how students construct their writing from ideation to the final written submission gives educators confidence in the originality of students' work. Through "proof of process", Turnitin Clarity validates integrity and makes it part of the learning process.

Products and Services

By using Turnitin products and services, you agree that your use is governed by the terms of the Master Registration Agreement: turnitin.com/mra

California Online Public Schools

PURCHASE ORDER # PO 2026-27-29

PO Date:	Aug. 14, 2026
Payment Terms:	--
Shipping Terms:	--
Ship Via:	--
Promise Date:	Aug. 18, 2026

BILL TO

Financial Services

Finance AP

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

949-461-1667

VENDOR

SOFTMSP LLC

271 Ott St Suite 19,
Corona, CA, 92882-7104, United States

SHIP TO

CalOPS

Nick Espy

33272 Valle Road
San Juan Capistrano, CA, 92675, United States

	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE (USD)	TOTAL PRICE (USD)
1.	Lenovo Chromebook 14M8911	1500	each	596.97	895,455.00

Purpose : Technology / IT

Board Approval Required (Over $100k) : No

NOTES

Quote attached for details

Subtotal	895,455.00
Discount (0%)	0.00
Shipping	0.00
Other	0.00
Tax (0%)	0.00
Total Cost	**895,455.00 USD**

REMIT INVOICES TO:

All invoices should be sent to: Finance@californiaops.org

SoftMSP

California Online Public Schools - Chromebooks Aug 2026

Quote created: August 5, 2026 Reference: 20260805-093830811

California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
United States

Dan Hertzler
dhertzler@californiaops.org
(9 09) 515-3558

Comments

Brendon Harrington - SoftMSP



Products & Services

Lenovo Chromebook 14M8911, MediaTek Kompanio 540 (2.00GHz, 1MB), 14 WUXGA Touch, ChromeOS, 8.0GB, 1x64GB UFS 2.2, ARM Mali-G57 MC3 GPU, BT 5.3, Wi-Fi 6E 2x2 AX, 720P HD, 3Cell Li-ion 50Wh, 65W, 1 Year Mail-in, Luna Grey-English (US)	1,500 x $511.00 +$67,068.75 CA Tax Rate
Chrome-OS Chrome OS for Chromebook device	1,500 x $33.00
Google ZTE Zero-touch Enrollment for Google Chrome-OS devices	1,500 x $3.25

CA E-Waste For device with screen 14" or smaller	1,500 x $4.00
Shipping & Handling	1 x $1,500.00

One-time subtotal	$828,375.00
Tax (8.75%)	$67,068.75
Total	$895,443.75

Signature

Choose a profile to start the e-signature process.

Dan Hertzler
dhertzler@californiaops.org

[sig|req|signer1]

This quote expires on September 4, 2026

Purchase terms

Questions? Contact me



Brendon Harrington
bharrington@softmsp.com

SoftMSP
27051 Towne Center Dr Suite 120
Lake Forest, CA 92610
USA

Coversheet

Approval of 26-27 Local Assignment Options (attached)

Section: VI. Consent Items
Item: G. Approval of 26-27 Local Assignment Options (attached)
Purpose: Vote
Submitted by:
Related Material: 26-27 CalOPS Assignment Options under EC §44258.7(c)(d).docx.pdf

California Online Public Schools
Assignment Options

2026-2027 School Year

The CalOPS Committee on Assignments (CoA) has reviewed the courses offered during the 26-27 school year and determined the need to assign teachers in the specific subject areas as indicated. It has been verified that there is no available teacher on staff with the appropriate credential authorization to teach the subject area and that the EC §44258.7(c)(d) option should be used to address the need. The following teachers have been identified as teachers with knowledge of the subject matter and who wish to take the teaching assignment. Teacher consent for these assignments has been confirmed. The CoA has determined that each teacher listed demonstrates sufficient knowledge and subject-matter competence in the subject of the assignment(s) and has approved the assignments as listed with clear verification, authorizing these individuals to teach the subject(s) requested without any conditions.

Course(s)	**School Level or Department**	**Teacher Name**	**Teacher Credential**	**Principal or Director**
Advertising and Sales Promotion, Entrepreneurship A/B, Principles of Business Marketing Finance A/B, Intro to Social Media	High School	Shonna Bernard-Joseph	Clear Career Technical Education Teaching Credential: Business and Finance	Matt Brockway
AP Computer Science A, AP Computer Science Principles, Introduction to Computer Science in JavaScript A/B	High School	Brittany West	Clear Career Technical Education Teaching Credential: Information and Communication Technologies	Matt Brockway
Physical Education 6, Health 6	Middle School	Suzanne Platt	Clear Designated Subjects Career Technical Education Teaching Credential: Business and Finance	Heather Tamayo
Graphic Design and Illustration, Intro to Fashion Design, Drawing, Intermediate Study Skills	High School	Mike Gray	Clear Career Technical Education Teaching Credential: Arts, Media, and Entertainment	Matt Brockway

Sociology, Careers in Criminal Justice, Entrepreneurship, Foundations in Game Design 1, Personal Psychology, Work Study, Game Design in Unity	High School	Sehar Ellahi	Preliminary Career Technical Education Teaching Credential: Business and Finance; Education, Child Development, and Family Services; Information and Communication Technologies	Matt Brockway
College and Career Preparation, Health Science, Intro to Hospitality and Tourism	High School	Amy Sharp	Clear CTE Teaching Credential: Health Science and Medical Technology	Matt Brockway

Coversheet

Approval of 2026-27 Instructional Materials Resolution (attached)

Section:	VI. Consent Items
Item:	H. Approval of 2026-27 Instructional Materials Resolution (attached)
Purpose:	Vote
Submitted by:	
Related Material:	260908 Instructional Materials Public Hearing and Resolution BIM.pdf 2026-27 Resolution for Instructional Materials per EC 60119.docx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: 2026–27 Instructional Materials Public Hearing and Resolution of Sufficiency

Category (Contract Approval, Policy, Personnel, General Approval, etc.): **General Approval**
Date: 9/8/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): **State Requirement (Education Code 60119 Compliance)**
Decision Type (Action Item, Information Only, etc.): **Public Hearing and Action Item**

Background (Brief Summary of Background Information): **s.**

California Education Code (E.C.) Section 60119 requires that the governing board of a school district annually hold a public hearing to determine whether each student has sufficient access to standards-aligned textbooks and instructional materials.

Following the public hearing, the Board must adopt a Resolution of Sufficiency of Instructional Materials affirming compliance with these requirements.

Rationale (Why is this important and why is this coming to the Board):

This item is being brought forward to ensure full compliance with Education Code requirements and to align with guidance from the Orange County Department of Education (OCDE). The public hearing and formal adoption of the Resolution of Sufficiency are required components of the compliance process.

Holding the public hearing and adopting the resolution at this time ensures that CalOPS meets all statutory requirements and maintains good standing with authorizers and oversight agencies.

Evidence of Due Diligence:

- Materials are aligned to California State Standards
- Annual review and any revisions to the curriculum for the 2026-27 school year have been reviewed and approved by the CalOPS Superintendents, principals, and directors.
- Resolution of Sufficiency has been prepared in alignment with E.C. 60119

Fiscal Impact: None. This action affirms prior Board-approved instructional materials.

Potential Conflicts of Interest: None

Recommendation/Board Action (if applicable): Conduct the public hearing and approve the Resolution of Sufficiency of Instructional Materials for the 2026-27 school year.

Prepared/Recommended/Approved By: Leslie Dombek, Director of Educational Services

RESOLUTION OF THE *California Online Public Schools* SCHOOL DISTRICT GOVERNING BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2026-27

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on *9/8/2026 , at 5:00 o'clock,* which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

(i) Mathematics,

(ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2026-27 school year, the *CalOPS* School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2026-27 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a world language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by the _____ at a regular meeting of the said board held at _____, California on the _____day of _____, 2026.

ATTEST:

_____ _____

, President , Secretary

Resolution #

Coversheet

Approval of Prop 28 Reports (attached)

Section:	VI. Consent Items
Item:	I. Approval of Prop 28 Reports (attached)
Purpose:	Vote
Submitted by:	
Related Material:	CalOPS FY26_Prop 28 Annual Report.pdf

CHARTER IMPACT

PROPOSITION 28 ANNUAL REPORT

Fiscal Year 2025-26 | California Online Public Schools

SIX SCHOOLS, SIX REPORTS

Each CalOPS charter school is its own LEA for Prop 28 purposes and files a separate annual report under its own CDS code.

- Northern California - CDS 39686500125849
- North Bay - CDS 17640550129601
- Central Valley - CDS 54718030112458
- Central Coast - CDS 42750100138891
- Monterey Bay - CDS 44754320139410
- Southern California - CDS 30664640106765

FY 2025-26 REPORTED DATA

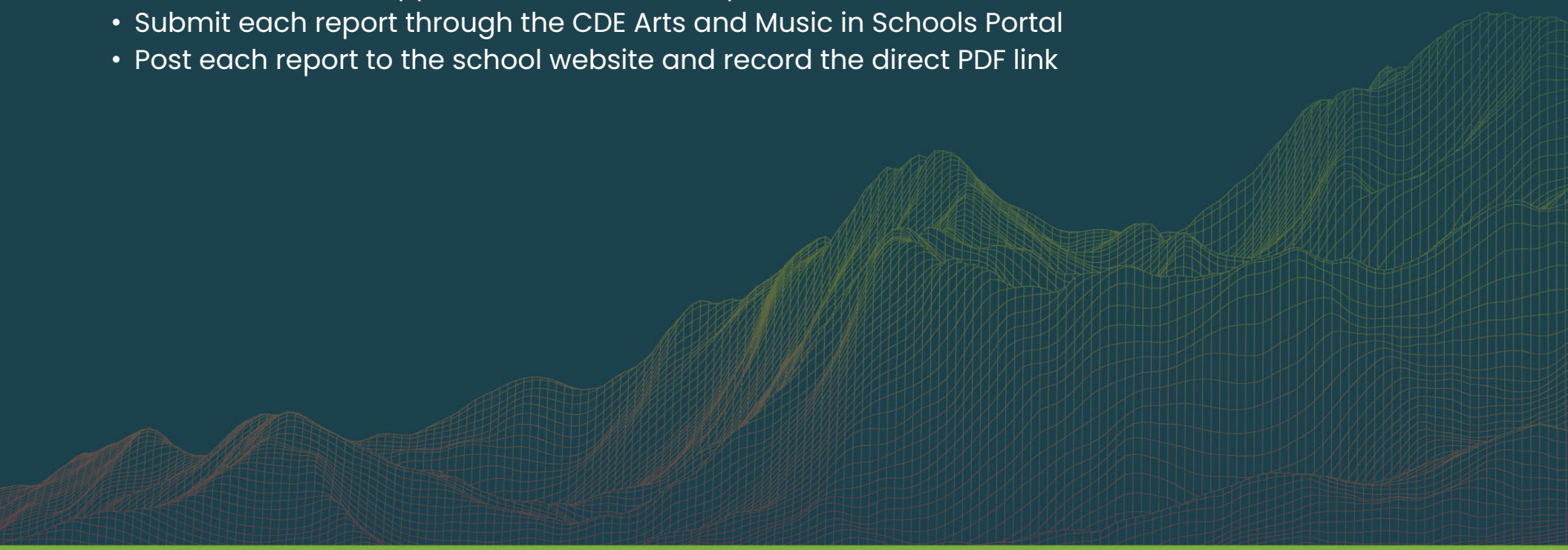
All six schools report zero in every category. CalOPS did not utilize Prop 28 funds in Fiscal Year 2025-26. Funding will be returned.

- Full-time equivalent teachers (certificated): 0
- Full-time equivalent personnel (classified): 0
- Full-time equivalent teaching aides: 0
- Students served: 0
- School sites providing AMS-funded arts programs: 0

RECOMMENDED ACTION

Approve the FY 2025-26 Proposition 28 annual reports for all six CalOPS schools.

- Record the board approval date on each report
- Submit each report through the CDE Arts and Music in Schools Portal
- Post each report to the school website and record the direct PDF link



CHARTER IMPACT

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: **California Online Public Schools – Central Coast**

CDS Code: **42750100138891**

Charter School Number: **2031**

Allocation Year: **2025-26**

1. Narrative description of the Prop 28 arts education program(s) funded:

California Online Public Schools – Central Coast did not utilize Prop 28 funds in Fiscal Year 2025-26.

2. Number of full-time equivalent teachers (certificated) in AMS funded programs: **0**
3. Number of full-time equivalent personnel (classified) in AMS funded programs: **0**
4. Number of full-time equivalent teaching aides in AMS funded programs: **0**
5. Number of students served in AMS funded programs: **0**
6. Number of school sites providing arts education programs funded by AMS: **0**

Date of Approval by Governing Board: _____

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: **California Online Public Schools – Central Valley**

CDS Code: **54718030112458**

Charter School Number: **0804**

Allocation Year: **2025-26**

1. Narrative description of the Prop 28 arts education program(s) funded:

California Online Public Schools – Central Valley did not utilize Prop 28 funds in Fiscal Year 2025-26.

2. Number of full-time equivalent teachers (certificated) in AMS funded programs: **0**
3. Number of full-time equivalent personnel (classified) in AMS funded programs: **0**
4. Number of full-time equivalent teaching aides in AMS funded programs: **0**
5. Number of students served in AMS funded programs: **0**
6. Number of school sites providing arts education programs funded by AMS: **0**

Date of Approval by Governing Board: _____

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: **California Online Public Schools – Monterey Bay**

CDS Code: **44754320139410**

Charter School Number: **2056**

Allocation Year: **2025-26**

1. Narrative description of the Prop 28 arts education program(s) funded:

California Online Public Schools – Monterey Bay did not utilize Prop 28 funds in Fiscal Year 2025-26.

2. Number of full-time equivalent teachers (certificated) in AMS funded programs: **0**
3. Number of full-time equivalent personnel (classified) in AMS funded programs: **0**
4. Number of full-time equivalent teaching aides in AMS funded programs: **0**
5. Number of students served in AMS funded programs: **0**
6. Number of school sites providing arts education programs funded by AMS: **0**

Date of Approval by Governing Board: _____

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: **California Online Public Schools – Northern California**

CDS Code: **39686500125849**

Charter School Number: **1398**

Allocation Year: **2025-26**

1. Narrative description of the Prop 28 arts education program(s) funded:

California Online Public Schools – Northern California did not utilize Prop 28 funds in Fiscal Year 2025-26.

2. Number of full-time equivalent teachers (certificated) in AMS funded programs: **0**
3. Number of full-time equivalent personnel (classified) in AMS funded programs: **0**
4. Number of full-time equivalent teaching aides in AMS funded programs: **0**
5. Number of students served in AMS funded programs: **0**
6. Number of school sites providing arts education programs funded by AMS: **0**

Date of Approval by Governing Board: _____

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: **California Online Public Schools – North Bay**

CDS Code: **17640550129601**

Charter School Number: **1653**

Allocation Year: **2025-26**

1. Narrative description of the Prop 28 arts education program(s) funded:

California Online Public Schools – North Bay did not utilize Prop 28 funds in Fiscal Year 2025-26.

2. Number of full-time equivalent teachers (certificated) in AMS funded programs: **0**
3. Number of full-time equivalent personnel (classified) in AMS funded programs: **0**
4. Number of full-time equivalent teaching aides in AMS funded programs: **0**
5. Number of students served in AMS funded programs: **0**
6. Number of school sites providing arts education programs funded by AMS: **0**

Date of Approval by Governing Board: _____

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: **California Online Public Schools – Southern California**

CDS Code: **30664640106765**

Charter School Number: **0664**

Allocation Year: **2025-26**

1. Narrative description of the Prop 28 arts education program(s) funded:

California Online Public Schools – Southern California did not utilize Prop 28 funds in Fiscal Year 2025-26.

2. Number of full-time equivalent teachers (certificated) in AMS funded programs: **0**
3. Number of full-time equivalent personnel (classified) in AMS funded programs: **0**
4. Number of full-time equivalent teaching aides in AMS funded programs: **0**
5. Number of students served in AMS funded programs: **0**
6. Number of school sites providing arts education programs funded by AMS: **0**

Date of Approval by Governing Board: _____

Coversheet

Approval of 2026 Multi-County Agency Biennial Notice (attached)

Section: VI. Consent Items
Item: J. Approval of 2026 Multi-County Agency Biennial Notice (attached)
Purpose: Vote
Submitted by:
Related Material: 2026 Multi-County Agency Biennial Notice_CalOPS.pdf

2026 Multi-County Agency Biennial Notice

Name of Agency: California Online Public Schools

Mailing Address: 33272 Valle Road, San Juan Capistrano, CA 92675

Contact Person: Dan Hertzler Phone No. 800-906-5166

Email: dhertzler@californiaops.org Alternate Email: tcarrasco@californiaops.org

Counties within Jurisdiction, or for Charter Schools, Counties in which the School is Chartered:
(if more space is needed, include an attachment):

See attached

No. of Employees* 561 No. of Form 700 Filers* 19

**Including board and committee members*

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

Please identify which statement accurately describes your agency's status.

☑ This agency has reviewed its conflict of interest code. The current code designates all positions which make or participate in making governmental decisions. The designated positions are assigned accurate disclosure categories that relate to the job duties of the respective positions. The code incorporates FPPC regulation 18730 so that all relevant Government Code Sections are referenced.

☐ This agency has reviewed its conflict of interest code and has determined that an amendment is necessary. An amendment may include the following:

- ☐ New positions which involve the making or participating in the making of decisions which may foreseeably have a material impact on a financial interest
- ☐ Current designated positions need renaming or deletion
- ☐ Statutorily required provisions of the code need to be addressed
- ☐ Disclosure categories need revision

Verification (to be completed if no amendment is required)

This multi-county agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer *Date*

All multi-county agencies must complete and return this notice, including those agencies whose codes are currently under review. Please return this notice no later than **October 1, 2026** to the FPPC at biennialnotice@fppc.ca.gov or 1102 Q Street, Suite 3050, Sacramento, CA 95811.

California Online Public Schools

List of Counties Served by California Online Public Schools

Governed by the Board of Directors of California Online Public Schools

California Online Public Schools Southern California	• Los Angeles • Orange • Riverside • San Bernardino • San Diego
California Online Public Schools Central Coast	• San Luis Obispo • Santa Barbara • Ventura
California Online Public Schools Central Valley	• Fresno • Inyo • Kern • Kings • Tulare
California Online Public Schools Northern California	• Alameda • Amador • Calaveras • Contra Costa • Sacramento • San Joaquin • Stanislaus
California Online Public Schools Monterey Bay	• Monterey • San Benito • San Mateo • Santa Clara • Santa Cruz
California Online Public Schools North Bay	• Colusa • Glenn • Lake • Mendocino • Napa • Sonoma • Yolo

Coversheet

Approval of Updated No Show and Dual Enrollment Policy (attached)

Section:	VI. Consent Items
Item:	K. Approval of Updated No Show and Dual Enrollment Policy (attached)
Purpose:	Vote
Submitted by:	
Related Material:	No Show & Dual Enrollment Policy DRAFT (4920-4429-2301.v1).pdf

California Online Public Schools

No Show & Dual Enrollment Policy

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:
California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Approved by CalOPS Board of Directors _____

California Online Public Schools ("CalOPS") schools require students, along with support from their Parents and/or Learning Coaches, to complete coursework in the Learning Management System and to comply with all school communication and contact requirements. This begins with the initial contact between the school and the student/family on or before the student's first scheduled day of attendance. If a student does not meet the school's established minimum criteria for initial engagement, as described below, the student may be withdrawn from the program and pursuant to the involuntary removal procedures described below.

No Show Determination

What a "no show" is

For purposes of this policy, a "no show" is a student who **never established attendance** at the School — that is, a student who never logged into the Learning Management System and completed schoolwork, and for whom independent study therefore never commenced.

A student who **has** established attendance — who generated at least one day of attendance — is **not** a no show. If such a student later disengages and the School considers exiting the student, that student is handled under the School's tiered re-engagement and best-interest evaluation processes per the school's Independent Study Policy and, where warranted, the involuntary-removal process, not under this No Show policy.

Observation period and contact

If a student has not logged into the Learning Management System and completed schoolwork within **ten (10) school days** of their start date for the school year, the student will be considered a potential "no show"(i.e. not in attendance).

The school will make repeated attempts to contact the student and family by phone and email, on each day of non-attendance, to ensure their intent to attend CalOPS.

If the student has **not** logged into the Learning Management System nor completed **any** schoolwork by

school day (10), CalOPS will apply the involuntary removal procedures described below.

Notice, opportunity to remain enrolled, and hearing right (involuntary removal procedures)

CalOPS will notify the parent in writing (via email and certified mail) of its intent to remove the student The Notice will include the following:

1. A statement of CalOPS's intent to involuntarily remove the student;
2. The basis for the withdrawal (failure to meet the school's minimum criteria for initial engagement within the first ten school days of the start date, despite the school's efforts to make contact);
3. The specific requirements the student must complete within the five-school-day period in order to remain enrolled, and the school contact (Homeroom Teacher, Case Manager, or enrollment team) the family should reach;
4. A statement of the parent/guardian of the **right to request a hearing** to challenge the removal within five (5) schools days of issuance of the Notice, and how to request it;
5. A statement that the student will be removed with a status of "No Show" **on the (6th) school day** from the date of the notice, if no request for a hearing is received;

The Notice will be provided in the native language of the student or the student's parent/guardian, and — for a student who is a foster youth or experiencing homelessness, will be provided to the student's educational rights holder and other parties entitled to notice.

The Notice will Include a copy of the **Charter School Enrollment Complaint Notice and Form**, which is provided before disenrollment of a pupil.

Opportunity to remain enrolled

If, within five-school-days of the issuance of the Notice, the student completes the requirements identified in the Notice, the recommendation for removal is automatically rescinded. However, CalOPS reserves the right to re-issue the Notice is the student later disengages or otherwise violates the terms of the Independent Study Policy or written agreement (Master Agreement)

Hearing

If the parent/guardian requests a hearing within the five-school-day timeframe, **the student shall remain enrolled and shall not be withdrawn until the School issues a final decision.** The School will use the hearing procedures specified in the Suspension, Expulsion and Involuntary Removal Policies. If no hearing is requested and the requirements are not met, the withdrawal may take effect on the sixth (6^{th}) school day following the date the Notice is issued.

CalOPS will provide all legally required procedural safeguards to students with disabilities prior to determining that these students will be involuntarily removed.

Reporting and records

The School will code each exit in CALPADS to **accurately reflect the student's actual enrollment history:**

- A student who never established attendance and for whom independent study never commenced is reported as a no show, coded in accordance with CALPADS no-show reporting requirements.
- A student who establishes attendance and is later exited for non-compliance is coded as a withdrawal with the appropriate CALPADS exit reason, and is processed under the involuntary-removal provisions referenced above rather than as a no show.

Dual Enrollment in Another K-12 Program

CalOPS schools are full-time public charter school programs. All students must therefore be enrolled full-time in the school and cannot be simultaneously enrolled at CalOPS and another public or private K-12 program.

Any documentation received by CalOPS regarding a student's enrollment and attendance at another public or private school (i.e., request for transfer of student records to the other school, or a CALPADS report) shall be deemed evidence of an intent to voluntary disenroll from CalOPS shall not trigger the Involuntary Removal Process above.

If a student is confirmed to be dually enrolled in CalOPS and another public or private school, CalOPS will contact the family to confirm which school the student intends to remain enrolled in. If the family does not resolve the dual enrollment by withdrawing the student from the other school and providing confirmation within three (3) business days of that contact, the School will treat the situation as a voluntary withdrawal from CalOPS and process it accordingly.

Coversheet

Approval of 2026-27 CalOPS Annual Notification Packet (attached)

Section: VI. Consent Items
Item: L. Approval of 2026-27 CalOPS Annual Notification Packet (attached)
Purpose: Vote
Submitted by:
Related Material: 26-27 Annual Notification Packet (4915-0128-8651.v1).pdf

2026-2027

ANNUAL NOTIFICATION



California Online Public Schools

CalOPS

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EQUITY & ACCESS

Non-Discrimination in Programs & Activities

Nondiscrimination Statement-Title VI, Title IX, Section 504

California Online Public Schools ("the Charter School," "the School," or "CalOPS") does not discriminate against any person on the basis of actual or perceived disability (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, creed, religion, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or otherwise protected by federal, state, local law, ordinance or regulation.

Charter School does not discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources or school and recreation facilities and resources that support or enable these programs.

The Charter School Board of Directors ("Board") shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

Instruction and instructional materials shall be factually accurate and align with the adopted curriculum and standards and be consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias, or partisanship. A teacher shall not give instruction and Charter School shall not sponsor any activity that promotes a discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation, or pursuant to a characteristic listed in Section 220. Discriminatory bias in instruction and school-sponsored activities does not require a showing of direct harm to members of a protected group. Members of a protected group do not need to be present while the discriminatory bias is occurring for the act to be considered discriminatory bias. The Board shall take corrective action if it finds that instruction or school-sponsored activities are discriminatory.

The Board shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, professional development materials, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220or if the professional development materials or services promote, endorse, or otherwise support actions or the use of any textbook, instructional material, supplemental instructional material, or curriculum which would subject a pupil to unlawful discrimination pursuant to Section 220.

If the Board knows or has reason to know that materials were used in a classroom, that professional development materials or services were used, or that an action occurred that violated Education Code section 220, the Board shall investigate and remediate the action, which may include, but is not limited to, the implementation of restorative justice practices. .

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending the Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex), Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination Act of 1975, IDEA), and Section 504 and Title II of the ADA (mental and physical disability) .

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying or sexual harassment, by any employee; independent contractor or other person with whom the Charter School does business; student; volunteer; or community member regardless of position or gender. Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Dr. Richard Savage, Co-Superintendent
c/o California Online Public Schools
33272 Valle Rd.
San Juan Capistrano, CA 92675
(800) 906-5166
superintendent@californiaops.org

The lack of English language skills will not be a barrier to admission or participation in Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

The Charter School's Nondiscrimination Statement relevant to employees is located within the Employee Handbook and can be found in the Employee Resources from HR shared Drive.

Non-Discrimination and Protections-AB 715

Overview of Protections

The Charter School is committed to providing a safe, inclusive learning environment free from discrimination, harassment, intimidation, and bullying. In accordance with California Assembly Bill 715 (AB 715), effective January 1, 2026, the State of California has established enhanced protections against antisemitism and discrimination in K–12 public schools.

Prohibited Materials and Practices

Under AB 715, the use of discriminatory instructional materials, biased teaching practices, or discriminatory professional development is strictly prohibited. The Charter School regularly reviews curriculum to ensure compliance with these state civil rights standards.

Reporting and Complaints

Parents, guardians, and students have the right to file a formal complaint if they believe school-sponsored activities, curriculum, or instructional materials promote discrimination or antisemitism.

- Local Filing: Complaints should be filed locally with the Compliance Officer using the Uniform Complaint Procedures (UCP) form available on the Charter School website.
- State Appeals: Under AB 715, if you are unsatisfied with CalOPS' investigation or resolution, you have the right to appeal the decision directly to the newly established California Office of Civil Rights and the state Antisemitism Prevention Coordinator.

To review the full non-discrimination policy, access a UCP form, or report an incident, please contact the main office or visit **californiaops.org/notices**.

Sex Equity in Career Planning-EC 221.5(d)

Commencing with course selection for grade 7, School personnel providing career counseling or assisting with course selection shall affirmatively explore with the student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex, and shall not offer vocational or program guidance that differs based on the student's sex. Parents or legal guardians shall be notified at least once, in advance of such career counseling and course selection so that they may participate in such counseling sessions and decisions.

Notice of Policy Regarding Immigration Enforcement Activity

Important: This notice summarizes our Policy Regarding Immigration Enforcement Activity. The complete policy is available in the Student & Family Policy Catalog and upon request to our administrative offices.

OUR COMMITMENT TO ALL STUDENTS

We provide a safe, welcoming environment for all students regardless of immigration status or religious beliefs. We limit immigration enforcement activities at our facilities consistent with California law.

YOUR RIGHTS AND PROTECTIONS

Non-Discrimination: We prohibit discrimination, harassment, intimidation, and bullying based on immigration status, nationality, race, ethnicity, citizenship status, religion, national origin, or ancestry. We promptly investigate all complaints and take appropriate action.
Enrollment: We do not request citizenship or immigration documentation for enrollment, other than documents we might review but not retain to establish a child's birthdate. We accept various documents to establish residence (utility bills, rental agreements, pay stubs, declarations of residency) and age (birth certificates, baptism certificates, passports, or affidavits). Students experiencing homelessness may enroll even without typical documentation if otherwise eligible.
Privacy of Information: We do not collect or maintain information about students' or families' citizenship or immigration status except when required by law for specific education programs. If we do, we collect such information separately from enrollment and do not use it to discriminate or prevent school attendance.
Social Security Numbers: We do not require Social Security numbers for enrollment. We may request the last four digits of an adult household member's number only to establish eligibility for free or reduced-price meals. Students can still qualify without providing this information if they meet income requirements.

INFORMATION SHARING LIMITS

We do not share student information that might indicate immigration or citizenship status unless authorized by the Family Educational Rights and Privacy Act (FERPA) or required by valid court orders, warrants, or subpoenas. We provide parents notice before responding to such requests (except in child abuse cases or when prohibited).
Immigration Enforcement Officers: Without written parental consent, we do not provide student information to immigration enforcement officers unless they present a valid judicial warrant, judicial subpoena, or court order signed by a judge. ICE administrative warrants do not authorize access to nonpublic school areas or student information.

CAMPUS ACCESS PROCEDURES

Immigration enforcement officers carrying out immigration enforcement activities may not enter nonpublic school areas without a valid judicial warrant or court order. In the event of an enforcement activity authorized by a judicial order, our staff will:

- Request credentials and documentation from any officer
- Contact the schoolsite administrator before granting access
- Request that officers not interrupt instruction
- Document all interactions and notify parents, staff, and students pursuant to the procedures outlined in our Comprehensive School Safety Plan
- Report attempts to access campus or students to the California Department of Justice and to the Charter School Board of Directors

ANTI-BULLYING AND HATE CRIMES

We educate students about respecting all peers and the harmful effects of bullying based on protected characteristics. We train staff to eliminate hostile environments and respond to harassment. Students who experience hate crimes have the right to report them. Review our complete Harassment, Discrimination, Intimidation, & Bullying Policy and Uniform Complaint Procedures in the main office.

SUPPORT FOR FAMILIES

Emergency Contacts: You may update your student's emergency contact information anytime. We encourage you to include a trusted adult or multiple adults who can care for your child if you become unavailable. We use this information only for emergencies.
Caregivers Authorization Affidavit: We encourage families to support relative caregivers in completing a Caregivers Authorization Affidavit. We will rely on a signed, completed Affidavit to allow an authorized caregiver to enroll a student in school and to consent to school-related medical care. A parent's signature is not required on

the Caregiver Authorization Affidavit. This form is available HERE.
If Parents Are Detained: We release students to emergency contacts or anyone with a Caregiver's Authorization Affidavit. We contact child protective services only if we cannot arrange care through provided contacts.
Family Safety Plans: We encourage families to develop safety plans identifying trusted adults who can care for students and locations of important documents (birth certificates, passports, medical information).
Resources for Detained Family Members:

- **ICE Detainee Locator**: https://locator.ice.gov/odls#/search
- **Legal Assistance**: California organizations accredited by Board of Immigration Appeals at https://www.justice.gov/eoir/recognition-accreditation-roster-reports; Self-Help Centers at http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm
- **Consulates/Embassies**: Contact your country of origin's consulate for assistance

Protected Pupils

Education of Foster and Mobile Youth-EC 512251(d)(1)(A)

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:
    1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
    2. A child who is the subject of a petition filed pursuant to WICsection 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
    3. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
    4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
        a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
        b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
        c. The nonminor is participating in a transitional independent living case plan.
    5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court[1].
    6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the School.
- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.
- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.
- *"Educational Rights Holder" ("ERH")* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the CalOPS liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison

The Superintendent designates the following staff person as the Liaison for Foster and Mobile Youth:

Shannon Doss, Social Worker
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
sdoss@californiaops.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensure and facilitate the proper educational placement, enrollment in CalOPS, and checkout from CalOPS of foster children

2. Assist foster children with the proper transfer of credits, records, and grades when foster youth transfer to or from CalOPS.

School Stability and Enrollment

The School will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment in the School as the student's school of origin (subject to the School's capacity and pursuant to the procedures stated in the School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the School as the school of origin, the foster youth has the right to remain in the School pending the resolution of the dispute. The School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the School (subject to the School's capacity and pursuant to the procedures stated in the School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

High School Graduation Requirements

Foster and Mobile Youth who transfer to the School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the School, the School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The School shall notify and consult with students who are exempted from the School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.

2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The School shall not require any student who would otherwise be entitled to remain in attendance at the School to accept the exemption from the School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the student has terminated.

An eligible student's exemption from the School's additional graduation requirements will continue to apply while the student is enrolled in the School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a Foster and Mobile Youth.

The School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the School's additional graduation requirements.

If a student who is exempted from the School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the School, the School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the School determines the student is reasonably able to complete the School's additional graduation requirements by the end of the student's fifth year of high school, the School shall do the following:

1. Consult with the student and the student's ERH regarding of the student's option to remain at the School for a fifth year to complete the School's graduation requirements, consistent with the laws continuous enrollment and satisfactory progress for School students over age 19.
2. Consult with the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the School for a fifth year to complete the School's graduation requirements

upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.

5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the School's additional graduation requirements but is reasonably able to complete state coursework requirements** **specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the student from The School's graduation requirements and provide student the option of remaining in school for a fifth (5^{th}) year to complete the statewide coursework requirements. The School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The student's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the student transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because The School makes a finding that the student is reasonably able to complete The School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, then The School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, The School shall reevaluate eligibility;
2. Provide written notice to the student, the student's ERH, and the student's social worker or probation officer, if applicable, whether the student qualifies for an exemption, upon reevaluation, based on the course completion status of the student at the time of reevaluation, to determine if the student continues to be reasonably able to complete The School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the student is not reasonably able to complete The School additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the School shall:
    i. provide written notice to the student and the student's ERH o the student's options to:
    ii. Receive an exemption from all coursework and other requirements adopted by the governing board body of The School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
    iii. Upon agreement with the student's ERH to stay in school for a fifth year to complete the School's additional graduation requirements.

. The student (if not a minor) or the student's ERH shall have sole discretion whether to accept the exemption, based on the student's best educational interests.

Eligibility for Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

CalOPS shall not charge any student who the Charter School knows is in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by CalOPS.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records

When the School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the School shall provide these student records within two (2) business days. The School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left the School.

In accordance with the School's Educational Records and Student Information Policy, under limited circumstances, the School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the

Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Reporting Requirements

The School shall report to the California Department of Education ("CDE") annually on the number of students who, for the prior school year, graduated with an exemption from the School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for students graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, student category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

For purposes of this subdivision, "student category" means the categories of students identified in the "Definitions" section of this notice, above.

Availability of Complete Policy

For any Foster and Mobile Youth who enrolls at the School, a copy of the School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at californiaops.org.

Education of Homeless Children and Youth-42 USC § 11431-11435

The California Online Public Schools ("Charter School" or "CalOPS") Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

Charter School Liaison

The Superintendent or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Shannon Doss, School Social Worker
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
sdoss@californiaops.org
(909) 347-0058

CalOPS Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
5. Enrollment/admissions disputes are mediated in accordance with law, the School's charter, and Board policy.
6. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
7. The School personnel providing services receive professional development and other support.
8. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
9. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire

The School shall administer a housing questionnaire for purposes of identifying homeless children and youth. The School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. The School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at The School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire

shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at The School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. The School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability

The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian[2] in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

[2] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

High School Graduation Requirements

Homeless students who transfer to the School any time after the completion of their second year of high school shall be exempt from any of the School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the School, the School shall notify the student, the student's educational rights holder ("ERH"), and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.

2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The School shall not require any student who would otherwise be entitled to remain in attendance at the School to accept the exemption from the School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the School's additional graduation requirements will continue to apply while the student is enrolled in the School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the School's additional graduation requirements.

If a student who is exempted from the School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's

fourth year of high school and would otherwise be entitled to remain in attendance at the School, the School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the School determines the student is reasonably able to complete the School's graduation requirements by the end of the student's fifth year of high school, the School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the School for a fifth year to complete the School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the School for a fifth year to complete the School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5^{th}) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is **not** eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation , based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be

reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:

    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**

    ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work

The School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the School shall not require the student to retake the portion of the course the student completed unless the School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Eligibility for Extracurricular Activities

A homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

CalOPS shall not charge any student who is a homeless youth any family fees associated with an After-School Education and Safety ("ASES") Program operated by CalOPS.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available in the Student & Family Policy Catalog and upon request.

Availability of Complete Policy

For any homeless student who enrolls at the School, a copy of the School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

Education of Pregnant and Parenting Pupils-EC221.51, EC 222, EC 222.5, EC 6015

CalOPS recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in CalOPS if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Dr. Richard Savage, Co-Superintendent
c/o California Online Public Schools
33272 Valle Rd.
San Juan Capistrano, CA 92675
(800) 906-5166
superintendent@californiaops.org

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Superintendent.

Education of English Learners-EC 312.2

California Online Public Schools is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The School will

implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

Special Education

Section 504 of the Rehabilitation Act of 1973

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Site Director. A copy of the Charter School's Section 504 policies and procedures is available in the Student and Family Policy Catalog and upon request at the main office.

Special Education/Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the El Dorado County SELPA services are available for special education students enrolled at the School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the School is responsible for identifying, locating, and evaluating children enrolled at the School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact:

Mackenzie Duran, Director of Student Services
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
mduran@californiaops.org

Financial Information

Information Regarding Financial Aid-EC 51225.7

CalOPS shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at

least once before the student enters 12th grade. The School will provide a copy of the FAFSA or the California Dream Act Application upon request.

The FAFSA form and information regarding the FAFSA are available **here**.

The California Dream Act Application and information regarding the California Dream Act is available **here.**

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

CURRICULUM & INSTRUCTION

State Testing-EC 60615, 5 CCR 852

CalOPS shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

Non-Mandatory Programs for Parental/Pupil Participation-EC49091.18

Notwithstanding any provision of law to the contrary, a school may not require a pupil or a pupil's family to submit to or participate in any of the following:

(a) Any assessment, analysis, evaluation, or monitoring of the quality or character of the pupil's home life, or the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion (Unless the student's parent/guardian gives written permission).

(b) Any form of parental screening or testing,

(c) Any nonacademic home-based counseling program,

(d) Parent training.

(e) Any prescribed family education service plan.

(f) Nothing in this section shall be construed as preventing the screening, testing, or training of public school employees.

Cal Grant Program Notice-EC 69432.9

CalOPS is required by state law to submit the Grade Point Average ("GPA") of all high school seniors by Oct. 1 of each year, unless the student over age 18 years of age or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before February 1. Opt-out request(s) must be submitted via an email to the student's counselor and include the student's full name and date of birth.

CalKIDS Program Notice

California Kids Investment and Development Savings Program (CalKIDS) is a program established by the State of California that funds up to $1,500 in free money for eligible low-income public school students to save for college and career training. Visit CalKIDS.org for more information about your child's eligibility and to claim your child's

account.

Curriculum

Sexual Health Education-EC 51930-51939

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Right to Refrain from Harmful Use of Animals-EC 32255, et seq.

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as

a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

Workplace Readiness Week and Work Permits

The week of each year that includes April 28 shall be known as "Workplace Readiness Week." All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available **here**.

High School Notifications

High School Course Transferability and College Entrance-EC 47605(c)

CalOPS is accredited by WASC, all of its high school courses are considered transferable to other California high schools. CalOPS has been approved by the University of California Office of the President following the extensive process for online and independent study programs. CalOPS also has received "a-g" approval for more than 50 courses in all core content areas, including electives.

Many courses are also approved by the National Collegiate Athletic Association (NCAA) Eligibility Center through a rigorous approval process to meet requirements for initial-eligibility for college athletes.[3] Please see the **CalOPS Course Offerings** for further information.

College Preparatory Course Offerings

Student enrolled in grades 10-12 have the option of dually enrolling in the following courses at Saddleback Community College:

Fall 2026:
- ENG 24 - Ethnic Voices in Literature
- BUS 105 Social Media Marketing
- CS 1 A - Intro to Computer Science I

Spring 2027:
- SOC 1: Intro to Sociology
- BUS 1: Intro to Business
- CS 1 B: Intro to Computer Science II

[3] **https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool**

College Admission Requirements-EC 51229

The UC "a-g" subject requirements for freshman admission are unique to the University of California and California State University systems. A set of CalOPS core foreign language, multiple Advanced Placement (AP) courses and most core English, Math, and Social Studies courses have been approved by the University of California.

Many lab science, visual/performing arts, and career/technical education courses have also been approved. Additional courses may be submitted by the School annually for approval. The "a-g" approved courses for California Online Public Schools appear on the University of California Doorways Home Website. Enter the legal name of the school the student is or has been enrolled in to find the courses approved for that school. You may also contact the School counselor for more information.

Alternatives to meet the UC "a-g" requirements if the School does not offer an approved course are as follows: Students can take the SAT subject exam at the end of the course(s) and earn a qualifying score, take the Advanced Placement (AP) exam at the end of the course and earn a qualifying score, or complete a three (3) or more semester unit (or four (4) or more quarter unit) UC-transferable California college course in the UC "a-g" subject(s). Students may also complete "a-g" course requirements prior to coming to, or after leaving a CalOPS school.

The UC and CSU "a-g" requirements are detailed below, and can be researched in more detail at the University of California website (www.universityofcalifornia.edu/admissions).

A	History/Social Science	2 years required
B	English	4 years required
C	Mathematics	3 years required, 4 years recommended
D	Laboratory Science	2 years required, 3 years recommended
E	Language other than English	2 years required, 3 years recommended
F	Visual and Performing Arts	1 year required
G	College Preparatory Electives	1 year required

STUDENT HEALTH & SAFETY

Student Health

Physical Examinations and Right to Refuse-HSC 124040, HSC 124085

A parent/guardian having control or charge of any child enrolled in the School may file annually with the Site Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall not be permitted to attend in person school sanctioned events until the school authorities are satisfied that any contagious or infectious disease does not exist.

Immunizations-EC 48216, EC 49403, HSC 120325 & HSC 120335

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must have a minimum number of immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not receive classroom-based instruction until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirement must be excluded from classroom-based instruction until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

Child's Grade	List of shots required to attend school
TK/K-12 Admission	Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.
Entering 7th Grade	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose **NOTE:** In order to begin 7th grade, at least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction are exempt from the immunization requirements, however CalOPS is still required to report the immunizations and/or exemption status of every student and the School must collect each student's documentation to fulfill this legal obligation. On occasion, CalOPS offers certain face to face, in-person activities which currently include but are not limited to educational field trips, college tours, social activities such as dances, picnics and other gatherings, graduation and honors ceremonies, and mandated state testing, which the school does not deem "classroom-based instruction."

Human Papillomavirus (HPV) Cancer Prevention Act -AB 659

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

What is HPV?

HPV is a very common virus that 8 out of 10 people will get at some point in their lifetime. Some HPV infections can lead to cancer later in life.

HPV is estimated to cause about 37,000 cases of cancer in men and women every year in the U.S. – that's the same as the average attendance for a major league baseball game!

Only cervical cancer, one of the cancers caused by HPV, can be detected early with a Pap test. The other cancers caused by HPV (cancers of the throat, genitals, or anus) may not be detected until they are more serious. HPV vaccination prevents infections that cause these cancers.

How can I protect my child from HPV?

HPV vaccination can prevent over 90% of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks. With more than 135 million doses given in the U.S. since 2006, HPV vaccine has a long safety record that's backed by over 15 years of monitoring. Common side effects are mild and get better within a day or two. These include pain, redness, or swelling where the shot was given, similar to other vaccines.

HPV vaccination works extremely well. Since HPV vaccination was first recommended in 2006, infections with HPV types that cause most HPV cancers have dropped 88% among teen girls and 81% among young adult women.

Vaccination against HPV is recommended by the federal Advisory Committee on Immunization Practices, the American Academy of Pediatrics, and the American Academy of Family Physicians. It's also recommended by the American Cancer Society and California's Cancer Prevention Act.

Who should get the vaccine and when should they get it?

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade.

(Kids who wait until later to get their first dose of HPV vaccine may need three doses.) The HPV vaccine is often given at the same time as other adolescent vaccines, like Tdap to prevent whooping cough and meningococcal vaccine to prevent bacterial meningitis.

Where can I get the HPV vaccine for my child?

Ask your health care provider, pharmacist, or local health department to learn more about HPV vaccine and where you can get it. The vaccine is covered by most health insurance plans. If you don't have health insurance, your child can still get vaccinated. The Vaccines for Children (VFC) Program offers free vaccines to children up to age 18 years without insurance or whose insurance does not cover the cost of vaccines.

Ask your healthcare provider or **local health department** about VFC, or learn more **here**. Find doctors participating in VFC **in your area**.

For more information on HPV, the vaccine, and cancer prevention, visit the **Centers for Disease Control and Prevention**.

Oral Health Assessment-EC 48216, EC 49403

Students enrolled in transitional kindergarten or kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to present proof of having received an oral health assessment completed by a dental professional that was performed within 12 months before the student's initial enrollment in a public school. Please contact the main office if you have questions about this requirement.

Mental Health Services-AB 2022

California Online Public Schools recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the School and in the community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available with California Online Public Schools:

- **School-based counseling services** – your child is encouraged to directly contact a School counselor. Our Assistant Principal of Counseling, Hazel Eng, can be reached at counselor@californiaops.org. Our School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our School or by an outside provider listed herein, are voluntary.
- **Special education services** – if you believe your child may have a disability, you are encouraged to directly contact Mackenzie Duran, Director of Student Services, at mduran@californiaops.org to request an evaluation.

Available in the Community:

- California Youth Crisis Line: 1 (800) 843-5200
    - A statewide, 24/7, a free confidential, and anonymous hotline where youth ages 12-24 and those supporting youth can talk to volunteer-trained counselors who offer crisis intervention counseling and resource referrals to service providers in the caller's local community.
- Text HOME to 741741 to connect with a volunteer crisis counselor
- California Health and Human Services Agency

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 or visit www.thetrevorproject.org.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at www.bbbs.org or by calling (813) 720-8778.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 Diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.

4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: www.cde.ca.gov. You may also find the info sheet at californiaops.org. Please contact the office if you need a physical copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the student's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: www.cde.ca.gov. You may also find the info sheet at californiaops.org. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet. The information required can also be found below.

Type I Diabetes-EC 49452.6

Type 1 diabetes usually develops in children and young adults but can occur at any age

- According to the U.S. Centers for Disease Control and Prevention (CDC), cases of type 1 diabetes in youth increased nationally from 187,000 in 2018 to 244,000 in 2019, representing an increase of 25 per 10,000 youths to 35 per 10,000 youths, respectively.
- The peak age of diagnosis of type 1 diabetes is 13-14 years, but diagnosis can also occur much earlier or later in life.

Type 1 diabetes affects insulin production

- As a normal function, the body turns the carbohydrates in food into glucose (blood sugar), the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood into the cells.
- In type 1 diabetes, the body's pancreas stops making insulin, and blood glucose levels rise.
- Over time, glucose can reach dangerously high levels in the blood, which is called hyperglycemia.
- Untreated hyperglycemia can result in diabetic ketoacidosis (DKA), which is a life-threatening complication of diabetes.

Risk Factors Associated with Type 1 Diabetes

It is recommended that students displaying warning signs associated with type 1 diabetes, which are described below, should be screened (tested) for the disease by their health care provider.

Risk Factors

Researchers do not completely understand why some people develop type 1 diabetes and others do not; however, having a family history of type 1 diabetes can increase the likelihood of developing type 1 diabetes. Other factors may play a role in developing type 1 diabetes, including environmental triggers such as viruses. Type 1 diabetes is not caused by diet or lifestyle choices.

Warning Signs and Symptoms Associated with Type 1 Diabetes and Diabetic Ketoacidosis

Warning signs and symptoms of type 1 diabetes in children develop quickly, in a few weeks or months, and can be severe. If your child displays the warning signs below, contact your child's primary health care provider or pediatrician for a consultation to determine if screening your child for type 1 diabetes is appropriate:

- Increased thirst
- Increased urination, including bed-wetting after toilet training
- Increased hunger, even after eating
- Unexplained weight loss
- Feeling very tired
- Blurred vision
- Very dry skin
- Slow healing of sores or cuts
- Moodiness, restlessness, irritability, or behavior changes

DKA is a complication of untreated type 1 diabetes. DKA is a medical emergency. Symptoms include:

- Fruity breath
- Dry/flushed skin
- Nausea
- Vomiting
- Stomach pains
- Trouble breathing
- Confusion

Types of Diabetes Screening Tests That Are Available

- Glycated hemoglobin (A1C) test. A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- Random (non-fasting) blood sugar test. A blood sample is taken any time without fasting. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes.
- Fasting blood sugar test. A blood sample is taken after an overnight fast. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- Oral glucose tolerance test. A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 1 Diabetes Treatments

There are no known ways to prevent type 1 diabetes. Once type 1 diabetes develops, medication is the only treatment. If your child is diagnosed with type 1 diabetes, their health care provider will be able to help develop a

treatment plan. Your child's health care provider may refer your child to an endocrinologist, a doctor specializing in the endocrine system and its disorders, such as diabetes.

Contact your student's health care provider if you have questions.

Type II Diabetes-EC 49452.7

Type 2 diabetes is the most common form of diabetes in adults.

- Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens.
- According to the U.S. Centers for Disease Control and Prevention (CDC), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime.

Type 2 diabetes affects the way the body is able to use sugar (glucose) for energy.

- The body turns the carbohydrates in food into glucose, the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood to the cells.
- In type 2 diabetes, the body's cells resist the effects of insulin, and blood glucose levels rise.
- Over time, glucose reaches dangerously high levels in the blood, which is called hyperglycemia.
- Hyperglycemia can lead to health problems like heart disease, blindness, and kidney failure.

Risk Factors Associated with Type 2 Diabetes

It is recommended that students displaying or possibly experiencing the risk factors and warning signs associated with type 2 diabetes be screened (tested) for the disease.

Risk Factors

Researchers do not completely understand why some people develop type 2 diabetes and others do not; however, the following risk factors are associated with an increased risk of type 2 diabetes in children:

- Being overweight. The single greatest risk factor for type 2 diabetes in children is excess weight. In the U.S., almost one out of every five children is overweight. The chances are more than double that an overweight child will develop diabetes.
- Family history of diabetes. Many affected children and youth have at least one parent with diabetes or have a significant family history of the disease.
- Inactivity. Being inactive further reduces the body's ability to respond to insulin.
- Specific racial/ethnic groups. Native Americans, African Americans, Hispanics/Latinos, or Asian/Pacific Islanders are more prone than other ethnic groups to develop type 2 diabetes.
- Puberty. Young people in puberty are more likely to develop type 2 diabetes than younger children, probably because of normal rises in hormone levels that can cause insulin resistance during this stage of rapid growth and physical development.

Warning Signs and Symptoms Associated with Type 2 Diabetes

Warning signs and symptoms of type 2 diabetes in children develop slowly, and initially there may be no symptoms. However, not everyone with insulin resistance or type 2 diabetes develops these warning signs, and not everyone who has these symptoms necessarily has type 2 diabetes.

- Increased hunger, even after eating
- Unexplained weight loss

- Increased thirst, dry mouth, and frequent urination
- Feeling very tired
- Blurred vision
- Slow healing of sores or cuts
- Dark velvety or ridged patches of skin, especially on the back of the neck or under the arms
- Irregular periods, no periods, and/or excess facial and body hair growth in girls
- High blood pressure or abnormal blood fats levels

Type 2 Diabetes Prevention Methods and Treatments

Healthy lifestyle choices can help prevent and treat type 2 diabetes. Even with a family history of diabetes, eating healthy foods in the correct amounts and exercising regularly can help children achieve or maintain a normal weight and normal blood glucose levels.

- **Eat healthy foods.** Make wise food choices. Eat foods low in fat and calories.
- **Get more physical activity.** Increase physical activity to at least 60 minutes every day.
- **Take medication.** If diet and exercise are not enough to control the disease, it may be necessary to treat type 2 diabetes with medication.

The first step in treating type 2 diabetes is to visit a doctor. A doctor can determine if a child is overweight based on the child's age, weight, and height. A doctor can also request tests of a child's blood glucose to see if the child has diabetes or pre-diabetes (a condition which may lead to type 2 diabetes).

Types of Diabetes Screening Tests That Are Available:

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test.** A blood sample is taken at a random time. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes. This test must be confirmed with a fasting blood glucose test.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A fasting blood sugar level less than 100 mg/dL is normal. A level of 100 to 125 mg/dL is considered pre-diabetes. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 2 diabetes in children is a preventable/treatable disease and the guidance provided in this information sheet is intended to raise awareness about this disease. Contact your student's health care provider if you have questions.

Suicide Prevention Policy

The Board of Directors of California Online Public Schools (“CalOPS” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with CalOPS and community stakeholders, CalOPS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and mental health professionals, the county mental health plan, first responders, and community organizations to identify additional resources to ensure this policy is aligned and includes similar research and resources, as well as to assist in planning, implementing, evaluating, and updating the CalOPS's strategies for suicide prevention and intervention. CalOPS shall work in conjunction with community-based organizations, and other community supports to identify additional resources. To ensure the policies regarding suicide prevention are properly adopted, implemented, updated, and easily accessible to all. CalOPS shall appoint an individual (or team) to serve as the suicide prevention point of contact for CalOPS. The suicide prevention point of contact for CalOPS and the Superintendent shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least every five (5) years in conjunction with the previously mentioned community stakeholders.

Suicide Prevention Crisis Team

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, CalOPS created an in-house Suicide Prevention Crisis Team ("SPCT") consisting of administrators, mental health professionals, relevant staff, parents, and middle and high school students. The SPCT includes the following individuals:

1. Shannon Doss, School Social Worker
2. Mackenzie Duran, Director of Student Services
3. Leslie Dombek, Director of Educational Services
4. Marcus White, Elementary School Principal
5. Heather Tamayo, Middle School Principal
6. Matt Brockway, High School Principal

To ensure the SPCT reflects the student body's perspective, CalOPS will request volunteer student representatives from both middle and high school to provide consultative insights.

CalOPS designates the following employee to act as the Suicide Prevention Liaison to lead the SPCT :

Shannon Doss, Social Worker
sdoss@californiaops.org
(909) 347-0058

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy and resources are posted on the school website;
- Ensure compliance with Education Code section 215;
- Collaborate with community mental health organizations;
- Identify resources and agencies that provide evidence-based or evidence-informed treatment;
- Help inform and build skills among law enforcement and other relevant partners; and
- Collaborate to build community response.

Employee Qualifications and Scope of Services

Employees of CalOPS shall act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, screen and assess and to provide ongoing supports to youth identified at risk, the care or treatment for suicidal ideation is typically beyond the scope of services offered in the school setting.

Suicide Awareness and Prevention Training for School Staff

CalOPS, along with its partners, has carefully reviewed available staff training to ensure the curriculum is evidence-based, evidenced informed, aligned with best practices in suicide prevention, and promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training and professional development shall be provided for all school staff members (certificated and classified) and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool program staff).

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists, social workers, or nurses) who have received advanced training specific to suicide prevention. Charter School has collaborated with the Orange County Department of Education to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices.
2. Staff training is reviewed and adjusted annually based on previous professional development activities, emerging best practices, and feedback.
3. Charter School shall ensure that training is available for new hires during the school year.
4. At least annually, all staff shall receive training on prevention and protective factors such as the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
5. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk and protective factors and warning signs, prevention, intervention, referral, and postvention). Core components of the general suicide prevention training shall include:
    a. How to identify youth who may be at risk for suicide including suicide risk factors, warning signs, and protective factors.
    b. Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or having thoughts of suicide including skill building to ask directly about suicide thoughts.
    c. Charter-approved procedures for responding to suicide risk (including programs and services in a Multi-tiered System of Support (MTSS) and referral protocols). Such procedures will emphasize the student should be under constant supervision and immediately referred for a suicide risk assessment.
    d. Charter-approved procedures identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).
6. **In addition to** core components of suicide prevention, ongoing annual staff professional development for all staff shall include the following components:
    a. The impact of traumatic stress on emotional and mental health.
    b. Common misconceptions about suicide.
    c. Charter School and community mental health and suicide prevention resources.
    d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
    e. Ways to identify youth who may be at risk of suicide including suicide warning signs, risk, and protective factors.
    f. Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or is having thoughts of suicide. Specifically, how to talk with a student about their

thoughts of suicide, including skill building to ask directly about suicide thoughts and warm handoffs.

g. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures will emphasize that the student should be constantly supervised until a suicide risk assessment is completed.
h. Charter School-approved procedures for identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).
i. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    i. Youth affected by suicide.
    ii. Youth with a history of suicide ideation or attempts.
    iii. Youth with disabilities, mental illness, or substance abuse disorders.
    iv. Lesbian, gay, bisexual, transgender, or questioning youth.
    v. Youth experiencing homelessness or in out-of-home settings, such as foster care.
    vi. Youth who have suffered traumatic experiences.

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter School-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation ; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20 .
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

CalOPS has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, CalOPS has determined a process and protocols to establish daily and/or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to CalOPS protocols.

CalOPS has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

Parents, Guardians, and Caregivers Notification, Participation and Education

1. CalOPS includes parents/guardians/caregivers in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the CalOPS Web page and included in the Student and Family Policy Catalog. Parents/guardians/caregivers are invited to provide input on the development, review, and implementation of this policy.
3. CalOPS shall notify the parent/guardian/caregiver when a student has been screened or screened/assessed for suicide risk regardless of outcome
4. CalOPS shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
5. Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
7. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
    a. Suicide risk factors, warning signs, and protective factors.
    b. How to approach and talk with their child(ren) about thoughts of suicide.
    c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any child/youth judged to be at risk for suicide and referral for an immediate suicide risk assessment.
    d. Charter School's referral processes and how they or their children can reach out for help, etc.
8. Parent/guardians are provided with information on suicide prevention resources including crisis hotlines, local warmlines, and school and community-based supports and crisis resources including the National Suicide Prevention Lifeline, Crisis text line, and local crisis hotlines and includes information that hotlines/resources are not just for crisis but also for friends/family and referral.
9. Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, CalOPS along with its partners has carefully reviewed and will continue to review potential student curricula to ensure it includes information on recognizing and responding to signs and symptoms (within themselves and friends), learning coping skills, encourage help-seeking behavior and being knowledgeable of supports and resources.

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that

enhances students' feelings of connectedness with CalOPS and is characterized by caring staff and harmonious interrelationships among students.

CalOPS's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

CalOPS provides instruction to middle and high school students on general mental health and suicide prevention. The Charter School's instructional curriculum, shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. The instruction is provided under the supervision of Charter School employed mental health professionals, with input from county and community mental health agencies, and middle and high school students. The instruction is developmentally appropriate, student-centered, and includes:

1. Coping strategies for dealing with stress and trauma.
2. How to recognize behaviors (warning signs), protective factors, and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
3. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
4. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
5. Guidance regarding the district's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education). CalOPS maintains a list of current student trainings, which is available upon request.

CalOPS has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt**.

CalOPS supports the creation and implementation of programs and/or activities on campus that increase awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

Charter School will include the following information on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
  - Call or Text "988"
  - Call 1-800-273-8255
  - 988lifeline.org
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text "HOME" to 741741
- Teen Line: Text "TEEN" to 839863
- Trevor Project: Text "START" to 678678
- Trans Lifeline: 1-877-565-8860

CalOPS shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

Intervention and Emergency Procedures

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Principal or designee, who shall then collaborate with the liaison and school counseling team to notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at CalOPS or in the community.

Action Plan for Suicide Attempts During Virtual School Activities

CalOPS shall implement the following response protocol for suicide attempts during virtual school activities (such as student phone calls, live class, or concerning messaging in a student assignment).

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

When a suicide attempt or threat is reported during a live class, phone call or other virtual school activity, the staff present shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate
    a. Providing immediate psychological first aid, as needed, until crisis team member is available
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened and report any medications taken, and access to weapons, if applicable
    c. Keep the student under continuous virtual supervision until the parent/guardian and/or appropriate support agency can be contacted and has the opportunity to intervene.
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
    e. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
    f. Promising privacy and help, but not promising confidentiality.
    g. Students should only be released to parents/guardians/caregivers/families or to a person who is qualified and trained to provide help.
2. Document the incident in writing as soon as feasibly possible.
3. Report the incident to the suicide prevention liaison.

Action Plan for Suicide Attempts During In Person School-Sponsored Activity

CalOPS shall implement the following response protocol for suicide attempts during school sponsored events.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

When a suicide attempt or threat is reported at a school sponsored event, the staff present shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. providing immediate first aid as needed, until a medical professional is available.
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened and report any medications taken, and access to weapons, if applicable.
    c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
    e. Moving all other students out of the immediate area.
    f. Not sending the student away or leaving him/her alone, even to go to the restroom.
    g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
    h. Promising privacy and help, but not promising confidentiality.
    i. Students should only be released to parents/guardians/caregivers/families or to a person who is qualified and trained to provide help.
2. Document the incident in writing as soon as feasible.
3. Report the incident to the suicide prevention liaison.

Follow-Up Care and Support

The suicide prevention liaison, or designee, shall, at a minimum:

1. Conduct a virtual suicide risk assessment/screening or ensure the student has been referred to emergency services for evaluation
2. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**After a referral is made, CalOPS shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow up care is still not provided, CalOPS should consider contacting Child Protective Services to report neglect of youth.rovide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at CalOPS.Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in CalOPS activities to notify a teacher, the Superintendent, another CalOPS administrator, psychologist, CalOPS counselor, social worker, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. CalOPS shall implement the following steps during or after a crisis:

1. Treat every threat with seriousness and approach with a calm manner; make the student a priority.
2. Listen actively and non-judgmentally to the student. Let the student express their feelings.
3. Acknowledge the feelings and do not argue with the student.
4. Offer hope and let the student know they are safe, and that help is available. Do not promise confidentiality or cause stress.
5. Explain calmly and get the student to a skilled mental health professional or designated staff to further support the student.
6. Keep close contact with the parents/guardians/caregivers/families and mental health professionals working with the student.

Re-Entry to School After a Suicide Attempt

A student who has verbalized ideation or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well-planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

CalOPS shall implement the following steps upon the student's re-entry:

1. The suicide prevention liaison shall obtain a written release of information signed by parents/guardians/caregivers/families and providers, if applicable.
2. School mental health professionals shall confer with the student and parents/guardians/caregivers/families about any specific requests on how to handle the situation.
3. School-based mental health professionals shall confer with the student and parents/guardians/caregivers/families to develop a safety plan.
4. School- based mental health professionals shall inform the student's teachers about possible days of absences.
5. Teachers and administrators shall allow accommodations for student to make up work (understanding that missed assignments may add stress to student).
6. Mental health professionals or trusted staff members shall maintain ongoing contact to monitor student's actions and mood.
7. School-based mental health professionals shall work with parents/guardians/caregivers/ families to involve the student in an aftercare plan.
8. School-based mental health professionals shall provide parent's/guardians/caregivers/ families local emergency numbers for after school and weekend emergency contacts.

Messaging About Suicide Prevention

CalOPS along with its partners shall:

1. Thoroughly and regularly review with its partners, all materials and resources used in awareness efforts to ensure they align with best practices for safe and effective messaging about suicide.
2. Ensure that all communications, documents, materials related to messaging about suicide focus on warning signs as well as risk, prevention, and protective factors, avoid discussing details about methods of

suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
"Died by suicide" **or** **"Took their own life"**	**"Committed suicide"** **Note:** Use of the word "commit" can imply crime/sin
"Attempted suicide"	**"Successful" or "unsuccessful"** **Note:** There is no success, or lack of success, when dealing with suicide

3. Provide suicide prevention resources in Student and Family Policy Catalog and on school-issued identification cards for staff and students, on school websites, and during any mental health or suicide prevention skill-building activity for students or parents/families and professional development for staff.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. CalOPS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Superintendent to conduct an initial meeting of the Suicide Prevention Crisis Team to:
    a. Confirm death and cause.
    b. Identify a staff member to contact deceased's family (within 24 hours).
    c. Enact the Suicide Postvention Response.
    d. Notify all staff members.
2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death.
    b. Emotional support and resources available to staff.
    c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
    d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to needs of students regarding the following:
    a. Review signs of emotional distress and suicide ideation.
    b. Review of protocols for referring students for support/assessment.
    c. Develop and provide supports to staff in responding to student reactions.
    d. Talking points for staff to notify students.
    e. Share school and community-based resources available to students (on and off campus).
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior, and immediately refer them to a school-based mental health professional.
5. Identify students affected by suicide death but not at risk of imitative behavior.
6. Communicate with the larger school community about the suicide death and availability of support services. Staff shall not share explicit, graphic, or dramatic content, including the manner of death.

7. Consider, (in consultation with the family) funeral arrangements for family and school community.
    i. If possible, suggest the funeral occur outside of school hours.
    ii. Encourage parents/guardians of students to attend funeral/memorial with their children.
    iii. Request family approval to attend and staff a table for resources to be available at the funeral, if possible, to remind students and the community of available resources.
    iv. Offer a safe space on campus for students to utilize if needed before/after funeral or memorial service.
    v. Acknowledge there may be a high rate of absenteeism on the day of the funeral and school officials should make appropriate accommodations for staff and students to attend.
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
9. Include long-term suicide postvention responses:
    a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
    b. Support siblings, close friends, teachers, and/or students of deceased.
    c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student & School Safety

Dangers of Synthetic Drugs-EC 48985.5

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “spice,” “k2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”), has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent. Social media platforms may be used as a way to market and sell synthetic drugs, such as fentanyl.

Additional information regarding fentanyl from the CDPH’s substance and addiction prevention branch can be found here.

Tobacco Free Schools-HSC 104420

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. CalOPS provides instructional programs designed to discourage students from using tobacco products. The CalOPS Governing Board ("Board") recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of all CalOPS to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on CalOPS property and in CalOPS vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from CalOPS.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Superintendent or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on CalOPS premises share in the responsibility of adhering to this policy. Additionally, CalOPS will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

Appropriate school officials will monitor CalOPS property and facilities for compliance with the Board Policy. The Superintendent shall develop and maintain procedures to resolve grievances that may result from alleged non-compliance.

School Safety Plan

California Online Public Schools is required to develop a school safety plan, which includes a comprehensive disaster preparedness plan. The school safety plan is shared annually and available online at californiaops.org.

Firearm Access Prevention-AB 452, EC 48986

The purpose of this notice is to inform and to remind parents and legal guardians of all students enrolled in California Online Public Schools of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this memorandum spells out California law regarding the storage of firearms. Please take some time to review this memorandum and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place,

including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others[4]

  - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.

- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.[5]
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.[6]
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.[7]

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Human Trafficking Prevention-EC 49381

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. CalOPS believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available by request at **californiaops.org** for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on the CalOPS website for your review.

Adult-Student Interactions Policy-EC 44050

This policy applies to all CalOPS employees, volunteers, contractors, and governing Board ("Board") members[8] (collectively referred to as "adults" herein).

[4] See California Penal Code sections 25100 through 25125 and 25200 through 25220.
[5] See California Penal Code section 25100l.
[6] See California Civil Code Section 29805.
[7] See California Civil Code Section 1714.3.
[8] This policy does not apply to student board members under Education Code 47604.2, or otherwise.

CalOPS recognizes its responsibility to make and enforce all rules and regulations governing student and adult behavior to bring about the safest and most learning-conducive environment possible. This policy is available on CalOPS' website at this link.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an individual's use of force that is reasonable and necessary to protect the individual, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School employees, volunteers, contractors, and Board members:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring a student on an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Adult/Student Behavior

This policy is intended to guide all adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of them and to specify the boundaries between such adults and students.

Although this policy gives specific, clear direction, it is each adult's obligation to avoid situations that could prompt suspicion by parents/guardians, students, colleagues, or School leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of an adult/student relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from an adult's perspective, but can be perceived as flirtation or sexual insinuation from a student's or parent/guardian's point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between adults and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Adults must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all adults learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, adult/student interactions must have boundaries surrounding potential activities, locations and intentions.

Examples of Specific Behaviors

The following examples are not an exhaustive list and apply equally during and outside of the regular school day:

Unacceptable Adult/Student Behaviors (Violations of this Policy)

a) Giving gifts to an individual student that are of a personal and intimate nature.
b) Kissing of any kind.
c) Any type of unnecessary physical contact with a student in a private situation.
d) Intentionally being alone with a student away from the school.
e) Making or participating in sexually inappropriate comments.
f) Sexual jokes.
g) Seeking emotional involvement with a student for your benefit.
h) Listening to or telling stories that are sexually oriented.
i) Discussing inappropriate personal troubles or intimate issues with a student Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
j) Communication with students via an employee's personal accounts such as email, text message/direct message, and/or social media.
k) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
l) Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.

Unacceptable Adult/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when adults have parent/guardian and supervisor permission.)

a) Giving students a ride to/from school or school activities.
b) Being alone in a room with a student at school with the door closed.
c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person is prevented from using a better practice or behavior. Adults must inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)

a) Remarks about the physical attributes or development of anyone.
b) Excessive attention toward a particular student.
c) Sending emails, text messages/direct messages or letters to students if the content is not about school activities.
d) Sending emails, text messages/direct messages or letters to a student regarding academic, disciplinary, or

other School-related matters without including the student's parent or guardian on the communication.

Acceptable and Recommended Staff/Student Behaviors

a) Getting parents' written consent for any after-school activity.

b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.

c) Emails, text/direct messages, phone and instant messages to students within School provided platforms must be professional and pertain to school activities or classes (Communication should be limited to school technology).

d) Keeping the door open when alone with a student.

e) Keeping reasonable space between you and your students.

f) Stopping and correcting students if they cross your own personal boundaries.

g) Keeping parents informed when a significant issue develops about a student.

h) Keeping after-class discussions with a student professional and brief.

i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.

j) Involving your supervisor if conflict arises with the student.

k) Informing administration about situations that have the potential to become more severe.

l) Making detailed notes about an incident that could evolve into a more serious situation later.

m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.

n) Asking another adult to be present if you will be alone with any student with special needs.

o) Asking another adult to be present when you must be alone with a student after regular school hours.

p) Giving students praise and recognition without touching them.

q) Pats on the back, high fives and handshakes are acceptable.

r) Keeping your professional conduct a high priority.

s) Asking yourself if your actions are worth your job and career.

t) Documenting any interaction with a student that may be crossing boundaries set forth in this policy, including any electronic communication.

PROFESSIONAL BOUNDARIES AMONG ADULTS

All adults covered by this Policy are expected to interact with one another in a manner that is professional, respectful, and consistent with the School's workplace conduct standards. Adults in positions of supervisory authority shall not use that authority to coerce, manipulate, or exploit other adults in the School community. Conduct among adults that creates a hostile work environment, involves sexual harassment, or otherwise violates applicable law or School policy is prohibited and must be reported consistent with the School's applicable reporting procedures. School leadership is responsible for modeling appropriate professional relationships and for addressing complaints of adult-to-adult misconduct promptly and consistently.

MANDATED REPORTING OBLIGATIONS

All of the following persons associated with the School are mandated reporters of known or reasonably suspected child abuse or neglect:

- All employees, regardless of role or frequency of student contact.
- All contractors whose duties require contact with or supervision of students.

- All board members.
- All volunteers who interact with students outside of the immediate supervision and control of the student's parent or guardian or a School employee.

A mandated reporter is not required to investigate, confirm, or seek corroboration before making a report. The obligation to report arises from reasonable suspicion, not certainty. Each mandated reporter has an independent, personal obligation to make a report to a child protective agency or law enforcement when that individual knows of or reasonably suspects that a child has been the victim of abuse or neglect.

Reports must be made immediately or as soon as practically possible by phone, and a written follow-up report must be submitted within 36 hours. While internal reporting to a supervisor or administrator is encouraged for operational awareness, the duty to report is not discharged by notifying a supervisor or by assuming that another person has made the report. No administrator may impede or inhibit a mandated reporter from filing a report.

Failure to make a required report is a misdemeanor under California law and may result in disciplinary action up to and including termination.

ANNUAL TRAINING REQUIREMENTS

The School shall provide annual training to all employees, contractors, board members, and volunteers on the following topics:

- Mandated reporting requirements under the California Child Abuse and Neglect Reporting Act, including which persons are mandated reporters, what must be reported, how to make a report, and the legal consequences of failing to report.
- Prevention of child abuse, including sexual abuse, in the school environment, including recognition of grooming behaviors, boundary violations, and other indicators of adult-to-student misconduct.
- The professional boundary standards and electronic communication requirements set forth in this Policy.
- The School's procedures for reporting concerns about staff conduct to administration.

All covered individuals must complete training within the first six weeks of each school year or within the first six weeks of hire, assignment, or commencement of volunteer services, whichever is earlier.

The School shall maintain a record of training completion dates for each individual. Training must be completed using the State Department of Social Services' online training module or an alternative module approved by the School's joint powers authority or insurance provider.

The governing board shall receive annual training on its obligations under SB 848, including with respect to the statewide reporting database once operational.

SCHOOL SAFETY PLAN

The School's comprehensive school safety plan shall include procedures specifically designed to address the supervision and protection of students from child abuse, neglect, and sex offenses.

The safety plan shall also address child neglect and include procedures for reporting all crimes occurring on campus or at campus-related activities, and classroom and non-classroom environments in a manner that promotes safe, easily supervised spaces for student learning and engagement

All School personnel shall receive training on the comprehensive school safety plan consistent with the requirements of SB 848.

For a copy of the complete school safety plan, please refer to our website, californiaops.org/notices.

DUTY TO REPORT SUSPECTED MISCONDUCT

When any adult reasonably suspects or believes that another individual may have crossed the boundaries specified in this policy, he or she must immediately report the matter to the Superintendent or designee. All reports shall be as confidential as possible under the circumstances. It is the administrator's duty to investigate and thoroughly report the situation. Adults must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

The School shall investigate all credible reports of policy violations or misconduct promptly and shall take appropriate corrective action.The School shall not retaliate against any person who, in good faith, reports a concern under this Policy.

Records

Military Service Release of Information & Directory Information Notice-34 CFR § 99.37, 20 USC 7908

California Online Public Schools, upon request, provides to military recruiters and institutions of higher education, its students' names, addresses, and telephone numbers, unless the student's parent/guardian has submitted that prior consent is required for such disclosures. To require prior written consent for disclosure to military recruiters and institutions of higher education, please provide such a request to the School in writing to records@californiaops.org.

Student Records Notification including Directory Information and CCGI Notice-FEPRA, EC 49076, EC 49077, EC 60900.5

The School may provide a student's educational records to third parties in certain situations listed under FERPA. Examples include the transfer of educational records to the student's new school upon request from the new school, and the provision of educational records to school officials who possess a 'legitimate educational interest' in the student's records, and the provision of educational records to contracted parties providing special education related services. For more information on exceptions to the prior written consent rule, see the Student and Family Policy Catalog.

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within five (5) business days after the day the School receives a request for access. Parents or eligible students should submit to the School Superintendent or designee a written request that identifies the records they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the School's Superintendent or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the School decides to amend the record as requested by the parent or eligible student, the Superintendent must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the School's Board of Directors. A School official also may include a volunteer, consultant, vendor, or contractor outside of the School who performs an institutional service or function for which the School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another School official in performing their tasks. A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that California Online Public Schools will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Student Privacy Policy Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202

5. The right to request that the School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;

3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section **152 of the Internal Revenue Code** of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the School with respect to that alleged crime or offense. School discloses the final results of the disciplinary proceeding regardless of whether the School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The School has designated the following information as directory information:

1. Student's name
2. Telephone listing
3. Student's electronic mail address
4. Parent's/guardian's electronic mail address
5. Photograph/video
6. Date of birth
7. Dates of attendance
8. Grade level
9. Participation in officially recognized activities and sports
10. Weight and height of members of athletic teams
11. Degrees, honors, and awards received
12. The most recent educational agency or institution attended

13. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the School to disclose directory information from your child's education records without your prior written consent, you must notify the School in writing at the time of enrollment or re-enrollment. Please notify our records team at: **records@californiaops.org**. A copy of the complete Policy is available upon request.

Charter School shall not release directory information regarding a student identified as a homeless child or youth under the McKinney Vento Homeless Assistance Act in the absence of parent, guardian, or eligible student's written consent, except as follows:

a. When the directory information is released for the purposes of facilitating the student's access to an oral assessment or eye examination required by Charter School, unless the parent/guardian opts out of the examination.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"[9]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[10]) and will:

1) Be used to provide pupils and families with direct access to online tools and resources.

2) Enable a pupil to transmit information shared with the CCGI to both of the following:

   a. Postsecondary educational institutions for purposes of admissions and academic placement.

   b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at **CaliforniaColleges.edu** to access resources that help students and their families learn about college admissions requirements.

Engagement & Performance

Parent & Family Engagement Policy & Compact Availability-EC Section 11503; 20 USC Section § 6318[b][1-4]

CalOPS aims to provide all students in our school significant opportunities to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available below, on the school website at **www.californiaops.org**, and upon request in the main office.

[9] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.
[10] CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

School Accountability Report Card (SARC)-EC 35256, EC 35258

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

To gain access to your schools SARC, please visit our school website at: **californiaops.org**

For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at **www.cde.ca.gov**.

For more information about the LCFF or LCAP, see the CDE LCFF Web page at **www.cde.ca.gov**.

For additional information about the school, parents/guardians, and community members should contact our Superintendent or the school office. A hard copy of this information is available upon request.

Procedural Resources

Teacher Licensing, Right to Ask and Four Week Notice-20 USC 6311

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the school at (800) 906-5166 to obtain this information.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Superintendent at superintendent@californiaops.org to obtain this information.

If you have questions or concerns, please do not hesitate to contact us.

Title IX Policy Prohibiting Discrimination on the Basis of Sex-AB 34, AB 543

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of California Online Public Schools ("CalOPS") to address sex discrimination, including but not limited to sexual harassment, occurring within CalOPS's education program or activity.

CalOPS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[11]

This Policy applies to conduct occurring in CalOPS's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom CalOPS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the CalOPS Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by CalOPS.

Prohibited Sexual Harassment

Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of CalOPS conditioning the provision of an aid, benefit, or service of CalOPS on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to CalOPS's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, made by someone from or in the work or educational setting, under any of the following conditions: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through CalOPS.

[11] CalOPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant

Means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment

Means a written document filed and signed by a complainant who is participating in or attempting to participate in CalOPS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that CalOPS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in CalOPS's education program or activity.

Party

Means a complainant or respondent.

Respondent

Mean a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures

Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to CalOPS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CalOPS's educational environment, or deter sexual harassment.

Title IX Coordinator

The Board of Directors of CalOPS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Pam Ucan, Payroll & Benefits Administrator
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
pucan@californiaops.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Ryan Dreifus, Assistant Director of Human Resources
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
rdreifus@californiaops.org

The Coordinator is responsible for coordinating CalOPS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to CalOPS, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within CalOPS's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Superintendent, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. CalOPS will promptly and effectively investigate and respond to all oral and written

complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

CalOPS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

CalOPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment

CalOPS will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

CalOPS's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in CalOPS's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. CalOPS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair CalOPS's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

CalOPS has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with CalOPS's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

CalOPS requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by CalOPS to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

CalOPS will treat complainants and respondents equitably. CalOPS presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

CalOPS may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

CalOPS allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by CalOPS, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

CalOPS will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.[12] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

CalOPS must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in CalOPS's education program or activity; or
- Did not occur against a person in the United States.

CalOPS may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by CalOPS;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent CalOPS from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable CalOPS policy.

[12] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- CalOPS's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that CalOPS prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

CalOPS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with CalOPS's policies.

CalOPS may remove a respondent from CalOPS's education program or activity on an emergency basis, in accordance with CalOPS's policies, provided that CalOPS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under CalOPS's Title IX grievance procedures, CalOPS may offer an informal resolution process to the parties. CalOPS will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, CalOPS will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. CalOPS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless CalOPS obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, CalOPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within twenty (20) business days after CalOPS sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of CalOPS's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that CalOPS provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of CalOPS's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the CalOPS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or CalOPS's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from CalOPS or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by CalOPS.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

- The records below will be maintained in a secure location until destroyed in accordance with applicable laws and regulations. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and

- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____
Email Address: _____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____
_____
_____

I hereby authorize CalOPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from CalOPS.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by CalOPS:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Uniform Complaint Procedures (UCP) Annual Notice-5 CCR 4600-4694

California Online Public Schools annually notifies our students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, appropriate private school officials, and other interested parties of our Uniform Complaint Procedures (UCP) process. The UCP Annual Notice is available on our website.

We are primarily responsible for compliance with federal and state laws and regulations, including those related to discrimination, harassment, intimidation, or bullying against any protected group, and all programs and activities that are subject to the UCP. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

- Accommodations for Pregnant, Parenting, or Lactating Pupils
- Adult Education
- Career Technical and Technical Education and Career Technical and Technical Training Programs
- Consolidated Categorical Aid Programs
- Child Care and Development Programs;
- Consolidated Categorical Aid;
- Educational or graduation of pupils in foster care, pupils who are homeless, pupils from military families, pupils formerly in Juvenile Court now enrolled in a public school, pupils who are migratory; .
- Migrant Education Programs;
- Every Student Succeeds Act; and/or
- Regional Occupational Centers and Programs.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

    - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
    - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Superintendent or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Contact Information

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Dr. Richard Savage, Co-Superintendent
c/o California Online Public Schools
33272 Valle Rd.
San Juan Capistrano, CA 92675
(800) 906-5166

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.

5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If the Charter School fails to issue an investigation report within the required sixty (60) calendar day timeline, a party to a written complaint of prohibited discrimination may appeal directly to the SSPI. The complaint must provide evidence supporting the basis for direct filing and explain why immediate action is necessary.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. Complainants alleging a violation of Education Code section 220, 243, 244, 51500, 51501, or 60044, may seek civil remedies after sixty (60) calendar days have elapsed from the filing of an appeal with the CDE. before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the office.

Expectations

Involuntary Removal Notice-EC § 47605.6

No student shall be involuntarily removed by California Online Public Schools for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than ten (10) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the School's suspension and expulsion policy.

Upon parent/guardian request for a hearing, the School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the School from making a similar recommendation in the future should student truancy continue or reoccur.

Lost or Damaged School Property

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and high diploma, if applicable, until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages.

Upon completion of the voluntary work, the student's grades, transcripts, and high school diploma, if applicable, will be released.

Suspension, Expulsion and Involuntary Removal Policies

The Suspension and Expulsion Procedures have been established in order to promote learning and protect the

safety and wellbeing of all students at the Charter School. Although charter schools are exempt from school district procedures and process for suspensions and expulsions, in creating these procedures, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled, and the procedures governing those suspensions and expulsions, in order to establish its list of offenses for suspensions and expulsions, and involuntary removal. The provisions that follow are largely consistent with the language of the Education Code with regard to suspension/expulsion triggering conduct. The Charter School will periodically review its policies and procedures surrounding suspensions, expulsions, and involuntary removals, and may modify of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal, and the procedures associated therewith, so long as not materially different from the charter petition.

Similarly, the procedures for student suspension, expulsion, and involuntary removal, may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements.

Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be distributed annually as part of the Annual Notification Packet which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians[13] are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. CalOPS will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, or for whom CalOPS has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by CalOPS for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian requests a hearing, CalOPS shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily

[13] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until CalOPS issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study written agreement pursuant to Education Code Section 51747(g).

Procedures

Alternative Means of Correction

For a student facing discipline for a discretionary offense listed below, the Superintendent or designee may, whenever practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student's specific misbehavior.

Charter School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of the Charter School's attendance expectations shall be addressed in accordance with Charter School Attendance and Unexcused Absence Policy and/or Independent Study Policy, as applicable.

Students may not be suspended or expelled for willful defiance or disruption. Alternatively, Charter School staff may refer a student who engages in willful defiance and/or disruption to the Principal or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the Superintendent or designee shall:

1) Document the actions taken and save the document to the student's record

2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racial bullying, harassment, or intimidation, Charter School may require all students associated with the incident(s) to engage in restorative justice practices and/or cultural sensitivity programs.

Charter School may utilize its Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension and Expulsion Offenses. Students may be suspended and/or recommended for expulsion when the Superintendent or designee determines the student:
   a. Caused, attempted to cause, or threatened to cause physical injury to another person.
   b. Willfully used force or violence upon the person of another, except self-defense.
   c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or

intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e. Committed or attempted to commit robbery or extortion.
f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
i. Committed an obscene act or engaged in habitual profanity or vulgarity.
j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
        3. Causing a reasonable student to experience substantial interference with their academic performance.
        4. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    ii. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        1. A message, text, sound, video, or image.
        2. A post on a social network Internet Web site including, but not limited to:
            a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (ii) above.
            b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (ii) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
            c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (ii) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
        3. An act of cyber sexual bullying.
            a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have

one or more of the effects described in subparagraphs (1) to (4), inclusive, of paragraph (ii). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

iii. Notwithstanding subparagraphs (ii) and (iii) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury on another person may be subject to suspension, but not expulsion. However, if a juvenile court finds that the student committed a crime of physical violence as an aider or abettor, and the victim suffered great bodily injury or serious bodily injury, the student may be subject to suspension and/or expulsion for causing, attempting to cause, or threatening to cause physical injury to another person, and/or willfully using force or violence upon the person of another, except self-defense.

u) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.

v) Assault or battery, as defined in Penal Code sections 240 and 242, upon any school employee.

2) Non-Discretionary Suspension and Expulsion Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq*.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If the Administrative Panel or Board of Directors determines that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

CalOPS applies the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

A student may be suspended by the Charter School Superintendent or designee. Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if practicable, by a conference conducted by the Superintendent or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or CalOPS employee who referred the student to the Superintendent or designee. The conference may be held in-person, telephonically, or via other electronic means.

The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or CalOPS personnel. If a student is suspended without this conference, the student and student's parent/guardian shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to recount their version of the incident and provide any evidence in their defense. This conference should be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian, at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, Superintendent or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice shall include:

a) the specific offense(s) committed by the student,
b) duration and dates of the suspension,
c) the date the student may return to school following the suspension, and
d) an explanation of the evidence that supports the charges.

If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Superintendent or designee, the student and the student's parent/guardian will be invited to an in-person, telephonic, or virtual conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when CalOPS has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Superintendent or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. **Homework Assignments During Suspension**
   In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

   In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

A student may be recommended for expulsion by the Superintendent or designee. The procedures herein provide for such hearing and notice.

A student may be expelled either by the neutral and impartial CalOPS Board of Directors following a hearing before it or by the CalOPS Board of Directors upon the recommendation of an Administrative Panel selected by the Superintendent or designee. If an Administrative Panel conducts the hearing, it should. consist of at least three (3) members who do not have an instructional or supervisory relationship with the student and are not a member of the CalOPS School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the student has committed an expellable offense and recommends the student for expulsion. If postponed for good cause, the expulsion hearing may be extended an additional thirty (30) calendar days from the date of the original hearing, unless otherwise agreed upon in writing by the Superintendent or designee and student's parent/guardian.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in a confidential setting (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA").
Written notice of the hearing shall be forwarded to the student and the student's parent/guardian via email or other means at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served . The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the CalOPS's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at CalOPS to any other school district or school to which the student seeks enrollment;
5. An explanation of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;

6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of the opportunity to present evidence on the student's behalf.

F. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written record of the proceedings can be made.

G. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Signed and dated written statements/declarations may be admitted as testimony.

H. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall be returned to their previous educational program at the Charter School.

The Administrative Panel or Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's educational program at the Charter School under a probationary status and rehabilitation plan issued by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Superintendent may revoke the suspension of an expulsion order if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Superintendent revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order.

I. Notice of Expulsion Decision

The Superintendent or designee, shall send written notice of the expulsion decision, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian within five (5) school days of the expulsion hearing.

This notice shall include the following:

a. The findings of fact, including the student's name, the specific offense(s) committed by the student, as well as the duration and term of the student's expulsion; and
b. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
c.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the chartering authority (if required), upon finality of the expulsion. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

In accordance with Education Code Section 47605(e)(3), the Charter School shall send notice of the expulsion to the student's district of residence within 30 calendar days.

J. **Disciplinary Records**

CalOPS shall maintain records of all student suspensions and expulsions at CalOPS. Such records shall be made available to the chartering authority upon request.

K. Appeals

There is no right to appeal an expulsion from CalOPS as the CalOPS Board of Directors' decision to expel is final.

L. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. CalOPS shall work cooperatively with student and/or student's parent/guardian as requested or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from CalOPS shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to CalOPS for readmission.

N. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Superintendent or designee shall make a recommendation to the Board of Directors following the meeting regarding the Superintendent's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon CalOPS's capacity at the time the student seeks readmission or admission to CalOPS.

O. Notice to Teachers

CalOPS shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Involuntary Removal for Unexcused Absences

In accordance with Education Code Section 51747, the Charter School will evaluate whether it is in the best interest of the student to remain in independent study if the student fails to complete the requisite number of assignments or make satisfactory educational progress as delineated in the student's independent study written agreement and Charter School's independent study policy. If the Charter School determines that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after providing notice and an opportunity for the parent/guardian to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.]

Q. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Administrative Panel or Board of Directors should avoid live testimony of student witnesses when practicable. The Administrative Panel or Board of Directors may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Administrative Panel or the Board of Directors . Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- **i.** The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to receive reasonable advance notice of their scheduled testimony; and have up to two adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel.
- **ii.** CalOPS will provide the complaining witness a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- **iii.** At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- **iv.** The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- **v.** The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
- **vi.** Prior to a complaining witness testifying, the support persons will be reminded that the hearing is confidential. The entity conducting the hearing may remove a support person whom the Administrative Panel or Board of Directors finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
- **vii.** If one or both of the support persons is also a witness, CalOPS must present evidence that the witness' presence is both desired by the witness and will be helpful to CalOPS. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official will remind the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
- **viii.** The testimony of the support person should be presented before the testimony of the complaining witness when practicable, and the complaining witness shall be excluded from the hearing room during that testimony.
- **ix.** Especially for charges involving sexual assault or battery the complaining witness may have their testimony heard via alternative means that may include but are not limited to videotaped testimony or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- **x.** Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness

shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

a. CalOPS shall immediately notify the SELPA (and/or the chartering authority if required) and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that CalOPS or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

a. Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

a. Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, CalOPS, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and

b. any relevant information provided by the parent/guardian to determine:

   i. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

   ii. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If CalOPS , the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If CalOPS, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

i. i. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

ii. Ii. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

iii. Return the child to the placement from which the child was removed, unless the parent/guardian and CalOPS agree to a change of placement as part of the modification of the behavioral intervention plan.

If the CalOPS, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then CalOPS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Special Circumstances

CalOPS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Superintendent or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the CalOPS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if CalOPS had knowledge that the student was disabled before the behavior occurred.

CalOPS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to CalOPS supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
b. The parent/guardian has requested an evaluation of the child.
c. The child's teacher, or other CalOPS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other CalOPS supervisory personnel.

If CalOPS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If CalOPS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. CalOPS shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by CalOPS pending the results of the evaluation.

CalOPS shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

4915-0128-8651, v. 1

Coversheet

Approval of Updated Professional Boundaries: Adult-Student Interactions Policy (attached)

Section: VI. Consent Items
Item: M. Approval of Updated Professional Boundaries: Adult-Student Interactions Policy (attached)
Purpose: Vote
Submitted by:
Related Material: Adult-Student Interactions Policy (4915-0128-8651 v.1).docx.pdf

California Online Public Schools

Professional Boundaries: Adult-Student Interaction Policy

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:
California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Approved by CalOPS Board of Directors April 14, 2026
Updated September 1, 2026

This policy applies to all CalOPS employees, volunteers, contractors, and governing Board ("Board") members[1] (collectively referred to as "adults" herein).

CalOPS recognizes its responsibility to make and enforce all rules and regulations governing student and adult behavior to bring about the safest and most learning-conducive environment possible. This policy is available on CalOPS' website at this link.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an individual's use of force that is reasonable and necessary to protect the individual, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School employees, volunteers, contractors, and Board members:

A. Examples of permitted actions (i.e., not corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring a student on an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of prohibited actions (i.e.,corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;

[1] This policy does not apply to student board members under Education Code 47604.2, or otherwise.

2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Adult/Student Behavior

This policy is intended to guide all adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of them and to specify the boundaries between such adults and students.

Although this policy gives specific, clear direction, it is each adult's obligation to avoid situations that could prompt suspicion by parents/guardians, students, colleagues, or School leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from an adult's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between adults and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Adults must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all adults learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, adult/student interactions must have boundaries surrounding potential activities, locations and intentions.

Examples of Specific Behaviors

The following examples are not an exhaustive list and apply equally during and outside of the regular school day:

Unacceptable Adult/Student Behaviors (Violations of this Policy)

a) Giving gifts to an individual student that are of a personal and intimate nature.
b) Kissing of any kind.
c) Any type of unnecessary physical contact with a student in a private situation.
d) Intentionally being alone with a student away from the school.
e) Making or participating in sexually inappropriate comments.

f) Sexual jokes.
g) Seeking emotional involvement with a student for your benefit.
h) Listening to or telling stories that are sexually oriented.
i) Discussing inappropriate personal troubles or intimate issues with a student.
j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
k) Communication with students via an employee's personal accounts such as email, text message, and/or social media.
l) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
m) Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.

Unacceptable Adult/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when adults have parent/guardian and supervisor permission.)

(a) Giving students a ride to/from school or school activities.

(b) Being alone in a room with a student at school with the door closed.

(c) Allowing students in your home.

Cautionary Adult/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person is prevented from using a better practice or behavior. Adults must inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.

(b) Excessive attention toward a particular student.

(c) Sending emails, text messages/direct messages or letters to students if the content is not about school activities.
(d) Sending emails, text messages/direct messages or letters to a student regarding academic, disciplinary, or other School-related matters without including the student's parent or guardian on the communication.

Acceptable and Recommended Adult/Student Behaviors

a) Getting parents' written consent for any after-school activity.
b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
c) Emails, text/direct messages, phone and instant messages to students within School provided platforms must be professional and pertain to school activities or classes. (Communication should be limited to school technology).
d) Keeping the door open when alone with a student.
e) Keeping reasonable space between you and your students.
f) Stopping and correcting students if they cross your own personal boundaries.
g) Keeping parents informed when a significant issue develops about a student.
h) Keeping after-class discussions with a student professional and brief.
i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
j) Involving your supervisor if conflict arises with the student.
k) Informing administration about situations that have the potential to become more severe.
l) Making detailed notes about an incident that could evolve into a more serious situation later.
m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
n) Asking another adult to be present if you will be alone with any student with special needs.

o) Asking another adult to be present when you must be alone with a student after regular school hours.
p) Giving students praise and recognition without touching them.
q) Pats on the back, high fives and handshakes are acceptable.
r) Keeping your professional conduct a high priority.
s) Asking yourself if your actions are worth your job and career.
t) Documenting any interaction with a student that may be crossing boundaries set forth in this policy, including any electronic communication.

PROFESSIONAL BOUNDARIES AMONG ADULTS

All adults covered by this Policy are expected to interact with one another in a manner that is professional, respectful, and consistent with the School's workplace conduct standards. Adults in positions of supervisory authority shall not use that authority to coerce, manipulate, or exploit other adults in the School community. Conduct among adults that creates a hostile work environment, involves sexual harassment, or otherwise violates applicable law or School policy is prohibited and must be reported consistent with the School's applicable reporting procedures. School leadership is responsible for modeling appropriate professional relationships and for addressing complaints of adult-to-adult misconduct promptly and consistently.

MANDATED REPORTING OBLIGATIONS

All of the following persons associated with the School are mandated reporters of known or reasonably suspected child abuse or neglect:

- All employees, regardless of role or frequency of student contact.
- All contractors whose duties require contact with or supervision of students.
- All board members.
- All volunteers who interact with students outside of the immediate supervision and control of the student's parent or guardian or a School employee.

A mandated reporter is not required to investigate, confirm, or seek corroboration before making a report. The obligation to report arises from reasonable suspicion, not certainty. Each mandated reporter has an independent, personal obligation to make a report to a child protective agency or law enforcement when that individual knows of or reasonably suspects that a child has been the victim of abuse or neglect.

Reports must be made immediately or as soon as practically possible by phone, and a written follow-up report must be submitted within 36 hours. While internal reporting to a supervisor or administrator is encouraged for operational awareness, the duty to report is not discharged by notifying a supervisor or by assuming that another person has made the report. No administrator may impede or inhibit a mandated reporter from filing a report.

Failure to make a required report is a misdemeanor under California law and may result in disciplinary action up to and including termination.

ANNUAL TRAINING REQUIREMENTS

The School shall provide annual training to all employees, contractors, board members, and volunteers on the following topics:

- Mandated reporting requirements under the California Child Abuse and Neglect Reporting Act, including which persons are mandated reporters, what must be reported, how to make a report, and the legal consequences of failing to report.
- Prevention of child abuse, including sexual abuse, in the school environment, including recognition of grooming behaviors, boundary violations, and other indicators of adult-to-student misconduct.
- The professional boundary standards and electronic communication requirements set forth in this Policy.

- The School's procedures for reporting concerns about staff conduct to administration.

All covered individuals must complete training within the first six weeks of each school year or within the first six weeks of hire, assignment, or commencement of volunteer services, whichever is earlier.

The School shall maintain a record of training completion dates for each individual. Training must be completed using the State Department of Social Services' online training module or an alternative module approved by the School's joint powers authority or insurance provider.

The governing board shall receive annual training on its obligations under SB 848, including with respect to the statewide reporting database once operational.

SCHOOL SAFETY PLAN

The School's comprehensive school safety plan shall include procedures specifically designed to address the supervision and protection of students from child abuse, neglect, and sex offenses.

The safety plan shall also address child neglect and include procedures for reporting all crimes occurring on campus or at campus-related activities, and classroom and non-classroom environments in a manner that promotes safe, easily supervised spaces for student learning and engagement

All School personnel shall receive training on the comprehensive school safety plan consistent with the requirements of SB 848.

For a copy of the complete school safety plan, please refer to our website, californiaops.org/notices.

DUTY TO REPORT SUSPECTED MISCONDUCT

When any adult reasonably suspects or believes that another individual may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a School administrator. All reports shall be as confidential as possible under the circumstances. It is the administrator's duty to investigate and thoroughly report the situation. Adults must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

The School shall investigate all credible reports of policy violations or misconduct promptly and shall take appropriate corrective action.The School shall not retaliate against any person who, in good faith, reports a concern under this Policy.

Coversheet

Approval of Updated Title IX Policy Prohibiting Discrimination on the Basis of Sex (attached)

Section: VI. Consent Items
Item: N. Approval of Updated Title IX Policy Prohibiting Discrimination on the Basis of Sex (attached)
Purpose: Vote
Submitted by:
Related Material:
Title IX Policy Prohibiting Discrimination on the Basis of Sex (AB 34, AB 543) - Approved 250909.docx (3).pdf

California Online Public Schools

Title IX Policy Prohibiting Discrimination on the Basis of Sex

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:
California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Approved by CalOPS Board of Directors September 22, 2020
Approved by CalOPS Board September 10, 2024
Approved by CalOPS Board of Directors March 11, 2025
Revised and Approved by CalOPS Board of Directors September 9, 2025
Revised September 1, 2026

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of California Online Public Schools ("CalOPS") to address sex discrimination, including but not limited to sexual harassment, occurring within CalOPS's education program or activity.

CalOPS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1]

This Policy applies to conduct occurring in CalOPS's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom CalOPS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the CalOPS Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by CalOPS.

[1] CalOPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

Prohibited Sexual Harassment

Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of CalOPS conditioning the provision of an aid, benefit, or service of CalOPS on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to CalOPS's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, made by someone from or in the work or educational setting, under any of the following conditions: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through CalOPS.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
    - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
    - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually

demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant
Means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment
Means a written document filed and signed by a complainant who is participating in or attempting to participate in CalOPS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that CalOPS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in CalOPS's education program or activity.

Party
Means a complainant or respondent.

Respondent
Means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures
Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to CalOPS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CalOPS's educational environment, or deter sexual harassment.

Title IX Coordinator
The Board of Directors of CalOPS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Pam Ucan, Payroll & Benefits Administrator
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
pucan@californiaops.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or Interim Coordinator until a new

Coordinator is designated:

Ryan Dreifus, Assistant Director of Human Resources
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
rdreifus@californiaops.org

The Coordinator is responsible for coordinating CalOPS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to CalOPS, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within CalOPS's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Superintendent, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. CalOPS will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

CalOPS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

CalOPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment

CalOPS will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

CalOPS's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in CalOPS's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. CalOPS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair CalOPS's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

CalOPS has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with CalOPS's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

CalOPS requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by CalOPS to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

CalOPS will treat complainants and respondents equitably. CalOPS presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

CalOPS may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

CalOPS allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by CalOPS, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

CalOPS will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

CalOPS must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in CalOPS's education program or activity; or
- Did not occur against a person in the United States.

CalOPS may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by CalOPS;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent CalOPS from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable CalOPS policy.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- CalOPS's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

to be, an attorney, and may inspect and review evidence; and
- A statement that CalOPS prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

CalOPS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with CalOPS's policies.

CalOPS may remove a respondent from CalOPS's education program or activity on an emergency basis, in accordance with CalOPS's policies, provided that CalOPS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under CalOPS's Title IX grievance procedures, CalOPS may offer an informal resolution process to the parties. CalOPS will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, CalOPS will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:
- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. CalOPS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:
- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the

provision of treatment to the party, unless CalOPS obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, CalOPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within twenty (20) business days after CalOPS sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:
- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of CalOPS's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and

- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that CalOPS provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of CalOPS's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the CalOPS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or CalOPS's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from CalOPS or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by CalOPS.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

The records below will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the

respondent; and any remedies provided to the complainant;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____
Email Address: _____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):
_____
_____
_____

I hereby authorize CalOPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from CalOPS.

_____ Date: _____
Signature of Complainant

_____
Print Name

<u>To be completed by CalOPS</u>:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Coversheet

Approval of Updated Suspension, Expulsion and Involuntary Removal Policies (attached)

Section: VI. Consent Items
Item: O. Approval of Updated Suspension, Expulsion and Involuntary Removal Policies (attached)
Purpose: Vote
Submitted by:
Related Material:
Suspension, Expulsion, and Involuntary Removal Policies - Approved 250909.pdf

California Online Public Schools

Suspension, Expulsion and Involuntary Removal Policies

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:

California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Updated September 22, 2023
Approved by CalOPS Board of Directors on October 3, 2023
Revised and Approved by CalOPS Board of Directors on September 9, 2025

The Suspension and Expulsion Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. Although charter schools are exempt from school district procedures and process for suspensions and expulsions, in creating these procedures, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled, and the procedures governing those suspensions and expulsions, in order to establish its list of offenses for suspensions and expulsions, and involuntary removal. The provisions that follow are largely consistent with the language of the Education Code with regard to suspension/expulsion triggering conduct. The Charter School will periodically review its policies and procedures surrounding suspensions, expulsions, and involuntary removals, and may modify of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal, and the procedures associated therewith, so long as not materially different from the charter petition.

Similarly, the procedures for student suspension, expulsion, and involuntary removal, may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements.

Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be distributed annually as part of the Annual Notification Packet which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians[1] are notified in writing

[1] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same

upon enrollment of all discipline and involuntary removal policies and procedures.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. CalOPS will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, or for whom CalOPS has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by CalOPS for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian requests a hearing, CalOPS shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until CalOPS issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study written agreement pursuant to Education Code Section 51747(g).

Procedures

Alternative Means of Correction

For a student facing discipline for a discretionary offense listed below, the Superintendent or designee may, whenever practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student's specific misbehavior.

Charter School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of the Charter School's attendance expectations shall be addressed in accordance with Charter School Attendance and Unexcused Absence Policy and/or Independent Study Policy, as applicable.

Students may not be suspended or expelled for willful defiance or disruption. Alternatively, Charter School staff may refer a student who engages in willful defiance and/or disruption to the Principal or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the Superintendent or designee shall:

1) Document the actions taken and save the document to the student's record

rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racial bullying, harassment, or intimidation, Charter School may require all students associated with the incident(s) to engage in restorative justice practices and/or cultural sensitivity programs.

Charter School may utilize its Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension and Expulsion Offenses. Students may be suspended and/or recommended for expulsion when the Superintendent or designee determines the student:
   a. Caused, attempted to cause, or threatened to cause physical injury to another person.
   b. Willfully used force or violence upon the person of another, except self-defense.
   c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
   d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
   e. Committed or attempted to commit robbery or extortion.
   f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
   g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
   h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
   i. Committed an obscene act or engaged in habitual profanity or vulgarity.
   j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
   k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional

needs) or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience substantial interference with their academic performance.
4. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

ii. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
   a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (ii) above.
   b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (ii) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
   c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (ii) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of cyber sexual bullying.
   a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (1) to (4), inclusive, of paragraph (ii). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

iii. Notwithstanding subparagraphs (ii) and (iii) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury on another person may be subject to suspension, but not expulsion. However, if a juvenile court finds that the student committed a crime of physical violence as an aider or abettor, and the victim suffered great bodily injury or serious bodily injury, the student may be subject to suspension and/or expulsion for causing, attempting to cause, or threatening to

cause physical injury to another person, and/or willfully using force or violence upon the person of another, except self-defense.

a) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.
b) Assault or battery, as defined in Penal Code sections 240 and 242, upon any school employee.

2) Non-Discretionary Suspension and Expulsion Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.
b) Brandished a knife at another person.
c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq*.
d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If the Administrative Panel or Board of Directors determines that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

CalOPS applies the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

A student may be suspended by the Charter School Superintendent or designee. Suspensions shall be initiated according to the following procedures:

1. **Conference**

Suspension shall be preceded, if practicable, by a conference conducted by the Superintendent or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or CalOPS employee who referred the student to the Superintendent or designee. The conference may be held in-person, telephonically, or via other electronic means.

The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or CalOPS personnel. If a student is suspended without this conference, the student and student's parent/guardian shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to recount their version of the incident and provide any evidence in their defense. This conference should be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian, at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, Superintendent or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice shall include:

a) the specific offense(s) committed by the student,
b) duration and dates of the suspension,
c) the date the student may return to school following the suspension, and
d) an explanation of the evidence that supports the charges.

If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Superintendent or designee, the student and the student's parent/guardian will be invited to an in-person, telephonic, or virtual conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when CalOPS has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Superintendent or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded

before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel
A student may be recommended for expulsion by the Superintendent or designee. The procedures herein provide for such hearing and notice.

A student may be expelled either by the neutral and impartial CalOPS Board of Directors following a hearing before it or by the CalOPS Board of Directors upon the recommendation of an Administrative Panel selected by the Superintendent or designee. If an Administrative Panel conducts the hearing, it should. consist of at least three (3) members who do not have an instructional or supervisory relationship with the student and are not a member of the CalOPS School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the student has committed an expellable offense and recommends the student for expulsion. If postponed for good cause, the expulsion hearing may be extended an additional thirty (30) calendar days from the date of the original hearing, unless otherwise agreed upon in writing by the Superintendent or designee and student's parent/guardian.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in a confidential setting (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA").
Written notice of the hearing shall be forwarded to the student and the student's parent/guardian via email or other means at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served . The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the CalOPS's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at CalOPS to any other school district or school to which the student seeks enrollment;
5. An explanation of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of the opportunity to present evidence on the student's behalf.

F. Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written record of the proceedings can be made.

G. Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the

student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Signed and dated written statements/declarations may be admitted as testimony.

H. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall be returned to their previous educational program at the Charter School.

The Administrative Panel or Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's educational program at the Charter School under a probationary status and rehabilitation plan issued by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Superintendent may revoke the suspension of an expulsion order if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Superintendent revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order.

I. Notice of Expulsion Decision

The Superintendent or designee, shall send written notice of the expulsion decision, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian within five (5) school days of the expulsion hearing.

This notice shall include the following:

a. The findings of fact, including the student's name, the specific offense(s) committed by the student, as well as the duration and term of the student's expulsion; and
b. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
c.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the chartering authority (if required), upon finality of the expulsion. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

In accordance with Education Code Section 47605(e)(3), the Charter School shall send notice of the expulsion to the student's district of residence within 30 calendar days.

J. **Disciplinary Records**

CalOPS shall maintain records of all student suspensions and expulsions at CalOPS. Such records shall be made available to the chartering authority upon request.

K. Appeals

There is no right to appeal an expulsion from CalOPS as the CalOPS Board of Directors' decision to expel is final.

L. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. CalOPS shall work cooperatively with student and/or student's parent/guardian as requested or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from CalOPS shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to CalOPS for readmission.

N. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Superintendent or designee shall make a recommendation to the Board of Directors following the meeting regarding the Superintendent's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon CalOPS's capacity at the time the student seeks readmission or admission to CalOPS.

O. Notice to Teachers

CalOPS shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Involuntary Removal for Unexcused Absences

In accordance with Education Code Section 51747, the Charter School will evaluate whether it is in the best interest of the student to remain in independent study if the student fails to complete the requisite number of assignments or make satisfactory educational progress as delineated in the student's independent study written agreement and Charter School's independent study policy. If the Charter School determines that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after providing notice and an opportunity for the parent/guardian to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.]

Q. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Administrative Panel or Board of Directors should avoid live testimony of student witnesses when practicable. The Administrative Panel or Board of Directors may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the

form of sworn declarations that shall be examined only by Administrative Panel or the Board of Directors . Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

i. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to receive reasonable advance notice of their scheduled testimony; and have up to two adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel.

ii. CalOPS will provide the complaining witness a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

iii. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

iv. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

v. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

vi. Prior to a complaining witness testifying, the support persons will be reminded that the hearing is confidential. The entity conducting the hearing may remove a support person whom the Administrative Panel or Board of Directors finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

vii. If one or both of the support persons is also a witness, CalOPS must present evidence that the witness' presence is both desired by the witness and will be helpful to CalOPS. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official will remind the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

viii. The testimony of the support person should be presented before the testimony of the complaining witness when practicable, and the complaining witness shall be excluded from the hearing room during that testimony.

ix. Especially for charges involving sexual assault or battery the complaining witness may have their testimony heard via alternative means that may include but are not limited to videotaped testimony or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

x. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. **Notification of SELPA**
   a. CalOPS shall immediately notify the SELPA (and/or the chartering authority if required) and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that CalOPS or the SELPA would be deemed to have knowledge that the student had a disability.

2. **Services During Suspension**
   a. Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. **Procedural Safeguards/Manifestation Determination**
   a. Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, CalOPS, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and
   b. any relevant information provided by the parent/guardian to determine:
      i. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
      ii. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If CalOPS , the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If CalOPS, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

i. i. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
ii. Ii. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
iii. Return the child to the placement from which the child was removed, unless the parent/guardian and CalOPS agree to a change of placement as part of the modification of the behavioral intervention plan.

If the CalOPS, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then CalOPS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Special Circumstances

CalOPS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Superintendent or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the CalOPS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if CalOPS had knowledge that the student was disabled before the behavior occurred.

CalOPS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to CalOPS supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
b. The parent/guardian has requested an evaluation of the child.
c. The child's teacher, or other CalOPS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other CalOPS supervisory personnel.

If CalOPS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If CalOPS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. CalOPS shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by CalOPS pending the results of the evaluation.

CalOPS shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Coversheet

Approval of Updated Education of Foster and Mobile Youth Policy (attached)

Section: VI. Consent Items
Item: P. Approval of Updated Education of Foster and Mobile Youth Policy (attached)
Purpose: Vote
Submitted by:
Related Material:
Education of Foster and Mobile Youth Policy (4858-3948-3601.v1) Approved 260609.pdf

California Online Public Schools

Education for Foster and Mobile Youth Policy

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:

California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Adopted by CalOPS Board of Directors October 3, 2023
Revised July 25, 2024
Approved by CalOPS Board of Directors September 10, 2024
Updated and Approved by CalOPS Board of Directors November 12, 2024
Approved by CalOPS Board of Directors June 09, 2026

Introduction

The Governing Board of California Online Public Schools ("Charter School" or "CalOPS") recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, CalOPS shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in CalOPS's local control and accountability plan ("LCAP").

Definitions

- *"Foster youth"* means any of the following:
  1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
  2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
  3. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
  4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
  5. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court[1].

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

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a. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
b. The nonminor is participating in a transitional independent living case plan.
c. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.

6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.
- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to CalOPS from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.
- *"Educational Rights Holder" ("ERH")* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the CalOPS liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this Policy, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to CalOPS, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as CalOPS's liaison for Foster and Mobile Youth:

Shannon Doss, Social Worker
c/o California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
(800) 906-5166
sdoss@californiaops.org

The Foster and Mobile Youth Liaison or designee shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in CalOPS, and checkout from CalOPS of foster children.
2. Assist foster children with the proper transfer of credits, records, and grades when foster youth transfer to or from CalOPS.
3. When a foster youth is enrolling in CalOPS, the Foster and Mobile Youth Liaison or designee shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to CalOPS.
4. When required by law, notify the foster youth's ERH, attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and, at least ten (10) calendar days preceding the date of the following:
    a. An expulsion hearing for a discretionary act under CalOPS's charter.
    b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under CalOPS's charter. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
    c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as

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counseling and health services, supplemental instruction, and after-school services.

7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to teachers, directors and administrators, of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for CalOPS's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in CalOPS's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

The School will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment in the School as the student's school of origin (subject to the School's capacity and pursuant to the procedures stated in the School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the School as the school of origin, the foster youth has the right to remain in the School pending the resolution of the dispute. The School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the School (subject to the School's capacity and pursuant to the procedures stated in the School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in CalOPS consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in CalOPS as the foster youth's school of origin, the foster youth has the right to remain in CalOPS pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

If CalOPS operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

CalOPS shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that CalOPS assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. CalOPS is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, CalOPS shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from CalOPS that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

CalOPS shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school[2], a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue

[2] For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless CalOPS,, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall CalOPS prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

High School Graduation Requirements

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Foster and Mobile Youth who transfer to the School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

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Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the School, the School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The School shall notify and consult with students who are exempted from the School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

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1. Discussion regarding how any of the requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The School shall not require any student who would otherwise be entitled to remain in attendance at the School to accept the exemption from the School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student of the student's ERH and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the student has terminated.

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An eligible student's exemption from the School's additional graduation requirements will continue to apply while the student is enrolled in the School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a Foster and Mobile Youth.

The School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the School's additional graduation requirements.

If a student who is exempted from the School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the School, the School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the School determines the student is reasonably able to complete the School's additional graduation requirements by the end of the student's fifth year of high school, the School shall do the following:

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1. Consult with the student and the student's ERH regarding the student's option to remain at the School for a fifth year to complete the School's graduation requirements, consistent with the laws continuous enrollment and satisfactory progress for School students over age 19.
2. Consult with the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the School for a fifth year to complete the School's graduation requirements

upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.

5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the student from The School's graduation requirements and provide student the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. The School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The student's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the student transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because The School makes a finding that the student is reasonably able to complete The School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, then The School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, The School shall reevaluate eligibility;
2. Provide written notice to the student, the student's ERH, and the student's social worker or probation officer, if applicable, whether the student qualifies for an exemption, upon reevaluation, based on the course completion status of the student at the time of reevaluation, to determine if the student continues to be reasonably able to complete The School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the student is not reasonably able to complete The School additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the School shall:
    i. provide written notice to the student and the student's ERH of the student's options to:
        1. Receive an exemption from all coursework and other requirements adopted by the governing board body of The School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
        2. Upon agreement with the student's ERH to stay in school for a fifth year to complete the School's additional graduation requirements.

The student (if not a minor) or the student's ERH shall have sole discretion whether to accept the exemption, based on the student's best educational interests.

Eligibility for Extracurricular Activities

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A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

CalOPS shall not charge any student who the Charter School knows is in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by CalOPS.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records

When the School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the School shall provide these student records within two (2) business days. The School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left the School.

In accordance with the School's Educational Records and Student Information Policy, under limited circumstances, the School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

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If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by CalOPS's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Reporting Requirements

The School shall report to the California Department of Education ("CDE") annually on the number of students who, for the prior school year, graduated with an exemption from the School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for students graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, student category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

For purposes of this subdivision, "student category" means the categories of students identified in the "Definitions" section of this Policy, above.

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Coversheet

Approval of School Pathways Contract Renewal (attached)

Section: VI. Consent Items
Item: Q. Approval of School Pathways Contract Renewal (attached)
Purpose: Vote
Submitted by:
Related Material:
26_27 School Pathways Renewal BIM- CalOPS.pdf
School Pathways Quote Form with California Online Public Schools (10_2_2026-10_1_2027).pdf

California Online Public Schools

Board Information Memo (BIM)
Renewal Contracts for 2026–27

SUBJECT: School Pathways Contract Annual Renewal

Category *(Contract Approval, Policy, Personnel, General Approval, etc.)*: Approval

Date: 9/8/26

Reason for Board Consideration *(Fiscal Policy, State Requirement, etc.)*: **Fiscal Policy**

Decision Type *(Action Item, Information Only, etc.)*:

Background *(Brief Summary of Background Information)* California Online Public Schools (CalOPS) utilizes School Pathways as its Student Information System (SIS) and Program Learning System (PLS) to support student enrollment, academic records, attendance and engagement documentation, compliance reporting, student data management, and other operational requirements across all six CalOPS schools.

School Pathways serves as a central component of the school's student data infrastructure and integrates with multiple instructional, assessment, special education, and operational platforms utilized by CalOPS. The 2026–2027 renewal includes the SIS and PLS, including SPArchiving, as well as integrations and data bridges supporting Canvas, SchoolsPLP/BUZZ, Clever, Incident IQ, i-Ready, SEDS, SEIS, and other systems. The agreement also includes REST API access for each of the six CalOPS schools.

The proposed agreement covers a 12-month period from October 2, 2026 through October 1, 2027 and is based on an enrollment of 8,653 students.

Rationale *(Why is this important and why is this coming to the Board):* School Pathways is an essential operational system for California Online Public Schools, supporting student information management, academic records, reporting, archiving, and integration with key instructional and operational platforms across all six schools. The renewal ensures continuity of the SIS and Program Learning System (PLS), including SPArchiving, as well as integrations with Canvas, SchoolsPLP/BUZZ, Clever, Incident IQ, i-Ready, SEDS, SEIS, and other systems used by CalOPS. Continuing with School Pathways maintains established systems, historical student records, integrations, and staff workflows while supporting the school's ongoing instructional, operational, data management, and compliance needs.

Evidence of Due Diligence: CalOPS staff reviewed the proposed School Pathways renewal to confirm the services, integrations, enrollment assumptions, and associated costs align with current school needs. The agreement is based on an enrollment of 8,653 students across six schools and covers a 12-month period from October 2, 2026 through October 1, 2027. Staff reviewed the individual subscription and integration costs included in the proposal, as well as the $27,720 Forms and Surveys credit, which reduces the annual fees from $650,243.32 to a total contract amount of $622,523.32. The review also considered

the importance of maintaining continuity with existing CalOPS systems and integrations and avoiding disruption to student data, reporting, and established operational processes.

Fiscal Impact: *(Please reach out to the Director or Assistant Director of Finance for guidance)*

*The annual School Pathways fees total **$650,243.32**. A **$27,720.00 Forms and Surveys credit** reduces the total contract amount to **$622,523.32** for the 2026–2027 contract period. The quote includes no additional one-time fees.*

*The largest components of the agreement are the Program Learning System (PLS), including SPArchiving, at **$505,594.79**; the SIS annual subscription at **$70,781.54**; and the Canvas two-way integration at **$50,533.52**.*

Potential Conflicts of Interest: *(Disclose if the business has any connections to CalOPS board members, employees, or their family members, as this may present a potential conflict of interest under CalOPS policy.)*
NA

Recommendation/Board Action (if applicable): It is recommended that the Board approve the School Pathways contract renewal for the period of October 2, 2026 through October 1, 2027, at the quoted amount of **$622,523.32**, subject to the terms of the agreement, to ensure continued access to the student information, program learning, data integration, archiving, and reporting systems necessary to support CalOPS students, staff, school operations, and compliance requirements..

Prepared/Recommended/Approved By: Leslie Dombek, Director of Educational Services

School Pathways Quote Form with California Online Public Schools (10/2/2026-10/1/2027)

School Pathways LLC

Company address
PO Box 432, Portola, CA 96122

Company ID no.
FEIN #84-3824527

Hereinafter referred to as
-

California Online Public Schools

Company address
580 N WILMA AVE STE G, RIPON CA 95366-9514

Company ID no.
-

Hereinafter referred to as
-

Customer Name: California Online Public Schools Customer Contact Name: Richie Romero	Enrollment: 8653 Customer Contact Title: Deputy Superintendent
Contact Email: rromero@californiaops.org	Number of Schools: 6
Customer Contact Phone:	Contract Term: 12 months
Proposal Issue Date: 2026-08-19	Start Date: 2026-10-02
Proposal Expiration Date: 2026-09-30	End Date: 2027-10-01

Deal ID: 52224235099

SaaS Subscriptions / One-Time Fees	**Quantity**	**Unit**	**Unit Price**	**Fee**
SIS (Student Information System) Annual Subscription	8653	Student	$8.18	$70781.54
SIS Oversight Annual Subscription, included at no charge	8653	Student	$0.00	$0.00
PLS Annual Subscription, includes SPArchiving	8653	Student	$58.43	$505594.79
Amira Export Bridge Annual Subscription (District Oversight Level), prorated 2/1/2027-10/1/2027	1	District	$636.00	$424.00
BUZZ Connect (Schools PLP) Integration Annual Subscription	257	Student	$6.18	$1588.26
Canvas Two-Way Integration Annual Subscription	8653	Student	$5.84	$50533.52
Clever Export Bridge Annual Subscription (District Oversight Level)	1	District	$796.36	$796.36
Incident IQ Export Bridge Annual Subscription (District Oversight Level)	1	District	$926.97	$926.97
iReady Bridge Annual Subscription (District Oversight Level), prorated 3/1/2027-10/1/2027	1	District	$636.00	$371.00
REST API Annual Subscription	6	School	$1786.52	$10719.12

SEDS Import Bridge Annual Subscription	6	School	$708.98	$4253.88
SEIS Export Bridge Annual Subscription	6	School	$708.98	$4253.88

Annual Fees: **One-Time Forms and Surveys Credit:** **Total Annual Fees:**	$650243.32 ($27720.00) $622523.32
Total One-Time Fees:	$0.00
Total Quote:	$622523.32

School Pathways will review enrollment prior to term end date to adjust subscription fees for enrollment increases as needed. Any applicable state sales tax has not been added to this quote.

Invoices shall be issued at or by quote start date. All invoices shall be paid before or on the due date set forth on invoice.

By execution of this quote, School Pathways subscriptions and/or services listed herein shall be provided to the Customer subject to the terms and conditions found at: link to www.schoolpathways.com/msa

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the dates indicated below.

Signatures

On behalf of California Online Public Schools Representative title Deputy Superintendent Company representative Richie Romero Email rromero@californiaops.org _____ Signature _____ Date	On behalf of School Pathways LLC Representative title CEO Company representative Kacie Jester Email kacie@schoolpathways.com _____ Signature _____ Date

Coversheet

Approval of 2025-26 Education Protection Account (EPA) Actuals (attached)

Section:	VII. Action Items
Item:	A. Approval of 2025-26 Education Protection Account (EPA) Actuals (attached)
Purpose:	Vote
Submitted by:	
Related Material:	CalOPS_FY26_EPA_Report_FINAL.pdf

CalOPS FY2025-26 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail
2025-26 Education Protection Account
Expenditures through: June 30, 2026 (verified against the 09/01/2026 forecast files)
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	CalOPS - Total	CalOPS - SoCal	CalOPS - Central Valley	CalOPS - Northern California	CalOPS - North Bay	CalOPS - Monterey Bay	CalOPS - Central Coast
AMOUNT AVAILABLE FOR THIS FISCAL YEAR								
Adjusted Beginning Fund Balance	9791-9795	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Limit Sources	8010-8099	14,882,448	902,336	5,150,503	8,641,739	40,102	110,940	36,828
Federal Revenue	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other State Revenue	8300-8599	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Local Revenue	8600-8799	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources and Contributions	8900-8999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Revenue	9650	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL AVAILABLE		**14,882,448**	**902,336**	**5,150,503**	**8,641,739**	**40,102**	**110,940**	**36,828**
EXPENDITURES AND OTHER FINANCING USES								
(Objects 1000-7999)	**Function Codes**							
Instruction	1000-1999	14,882,448	902,336	5,150,503	8,641,739	40,102	110,940	36,828
Instruction-Related Services								
Instructional Supervision and Administration	2100-2150	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AU of a Multidistrict SELPA	2200	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Instructional Library, Media, and Technology	2420	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Instructional Resources	2490-2495	0.00	0.00	0.00	0.00	0.00	0.00	0.00
School Administration	2700	0	0	0	0	0	0	0
Pupil Services								
Guidance and Counseling Services	3110	0	0	0	0	0	0	0
Psychological Services	3120	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Attendance and Social Work Services	3130	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Health Services	3140	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speech Pathology and Audiology Services	3150	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pupil Testing Services	3160	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pupil Transportation	3600	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Food Services	3700	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Pupil Services	3900	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ancillary Services	4000-4999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Community Services	5000-5999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Enterprise	6000-6999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Administration	7000-7999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Plant Services	8000-8999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Outgo	9000-9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		**14,882,448**	**902,336**	**5,150,503**	**8,641,739**	**40,102**	**110,940**	**36,828**
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		**0**	**0**	**0**	**0**	**0**	**0**	**0**

Coversheet

Approval of Unaudited Actuals, End of Year Financial Statements, and Authorization of CalOPS Director of Finance or Designee to Submit to the Appropriate Parties (attached)

Section: VII. Action Items
Item: B. Approval of Unaudited Actuals, End of Year Financial Statements, and Authorization of CalOPS Director of Finance or Designee to Submit to the Appropriate Parties (attached)
Purpose: Vote
Submitted by:
Related Material: CalOPS_FY26_Unaudited_Actuals_FINAL.pdf

CHARTER IMPACT

CALIFORNIA ONLINE PUBLIC SCHOOLS

Unaudited Actuals – September 2026

Common Acronyms

ADA - Average Daily Attendance

AP - Accounts Payable

COE - County Office of Education

CDE - California Department of Education

EPA - Education Protection Account

ERC - Employee Retention Credit

Fav / (Unf) - Gain / (Reduction)

FY - Fiscal Year

LCAP - Local Control & Accountability Plan

LCFF - Local Control Funding Formula

MYP - Multi-Year Projection

P-1 / P-2 / P-A - First Principal Apportionment / Second Principal Apportionment / Annual Apportionment

SACS - Standardized Account Code Structure

STRS - State Teachers' Retirement System

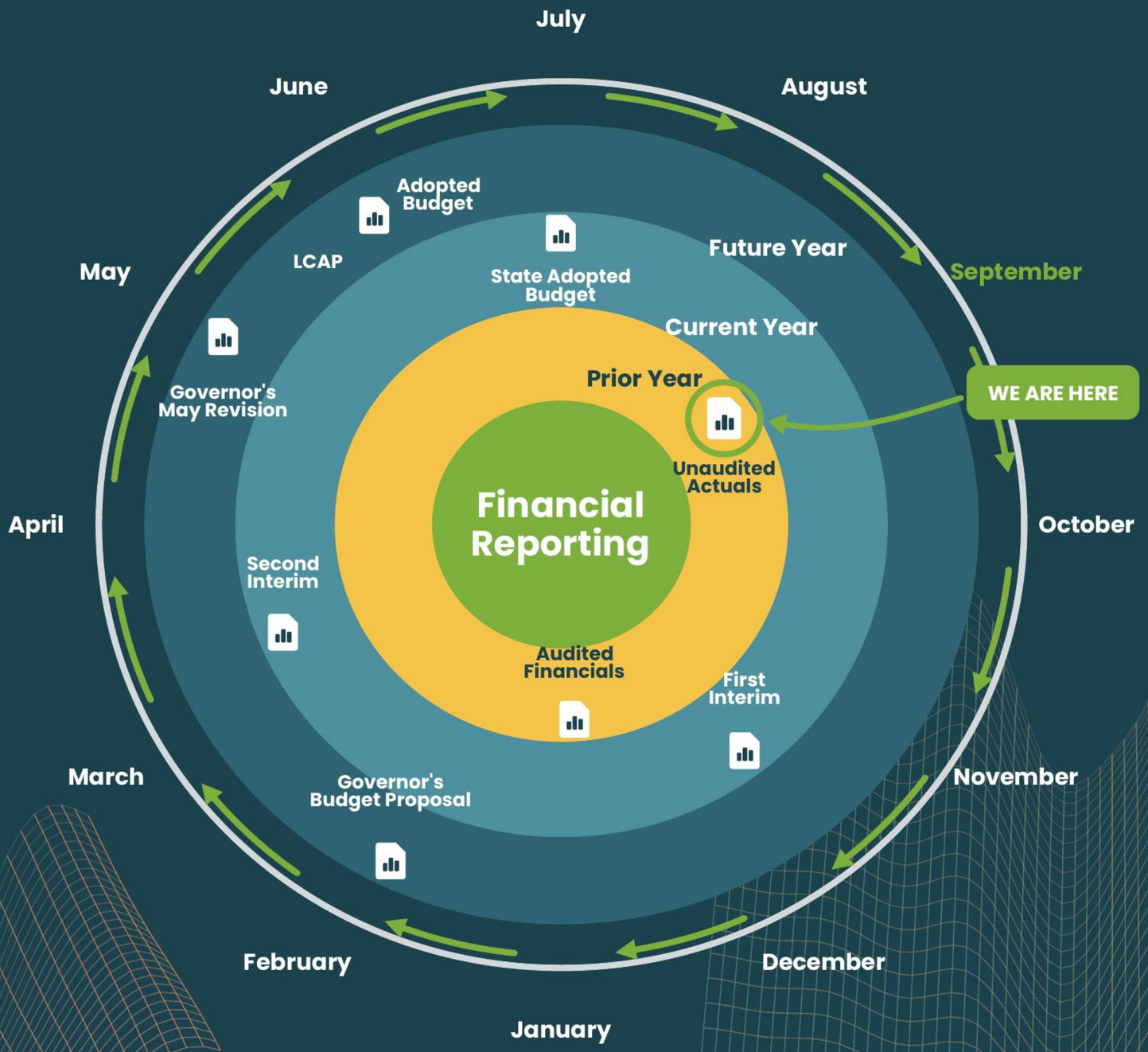
YTD - Year-to-Date

Budget Cycle

The financial reporting lifecycle runs continuously across the prior, current, and future fiscal years.

We are here: Unaudited Actuals

The final unaudited financial results for the fiscal year just closed, reported to the authorizer by September 15.



Summary

Highlights

Attendance

P-2 ADA of 8,268.78, up 262 from the 8,007 assumed at Second Interim. Enrollment of 7,968 on the 12/1 count day.

Revenue: +$14.9M to Second Interim

State aid +$2.0M on ADA growth. Federal +$314K on recognition of the final Title and federal SPED allocations. Other state +$6.0M on SSPDBG at three sites and SoCal state revenue. Other local +$6.6M from the Employee Retention Credit.

Expenses: +$10.6M to Second Interim

Certificated salaries +$11.5M on year-end stipend pay, with benefits +$563K from the related 401(k), SDI, and Medicare. Subagreements +$622K on higher special education spending. Partly offset by $1.5M of savings in curriculum, software, and school supplies ($2.6M), net of $1.2M more non-capitalized equipment, plus $337K in auto and travel and $208K in leases and rent.

Result

Surplus $16.6M, 13.3% of expenses against 10.8% at Second Interim. Ending fund balance $44.2M, 35.5% of annual expenses. Cash $34.1M at 6/30; all schools above the 15% reserve.

	TOTAL		
Enrollment	7,968	7,968	0
ADA	8,269	8,007	262
	June Forecast	**2nd Interim**	**$ Variance**
Revenue			
State Aid-Rev Limit	$ 110,825,175	$ 108,796,132	$2,029,043
Federal Revenue	3,239,254	2,924,784	$314,470
Other State Revenue	20,551,913	14,564,163	$5,987,751
Other Local Revenue	6,765,296	160,054	$6,605,242
Total Revenue	**$ 141,381,639**	**$ 126,445,133**	**$14,936,506**
Expenses			
Certificated Salaries	$ 62,263,465	$ 50,726,867	$11,536,598
Classified Salaries	2,730,534	2,768,215	($37,680)
Benefits	21,167,638	20,604,672	$562,967
Books and Supplies	11,682,071	13,167,602	($1,485,531)
Subagreement Services	11,915,235	11,293,472	$621,763
Operations	1,894,538	2,231,665	($337,126)
Facilities	1,402,199	1,610,493	($208,294)
Professional Services	11,695,402	11,698,524	($3,123)
Depreciation	34,863	59,772	($24,909)
Interest	0	0	$0
Total Expenses	**$ 124,785,945**	**$ 114,161,281**	**$10,624,664**
Full Year			
Total Surplus(Deficit)	**$ 16,595,693**	**$ 12,283,852**	**$4,311,842**
As a % of Annual Expenses	13.3%	10.8%	
Beginning Fund Balance (as of 7/1)	$ 27,648,218	27,648,218	$0
Ending Fund Balance (as of 6/30)	**$ 44,243,911**	**$ 39,932,070**	**$4,311,842**
As a % of Annual Expenses	35.5%	35.0%	
YE Cash	**$ 34,134,585**	**$ 39,143,746**	**($5,009,161)**

Attendance Data and Metrics

Average enrollment 7,968 | P-2 ADA 8,268.78

Revenue per ADA $17,098 · Expenses per ADA $15,091

TOTAL

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	7,968	8,500
ADA	8,269	8,330
Attendance Rate	103.8%	98.0%
Unduplicated %	58.3%	56.4%
Revenue per ADA	$17,098	$15,422
Expenses per ADA	$15,091	$14,185

SoCal

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	4,391	4,841
ADA	4,512	4,744
Attendance Rate	102.7%	98.0%
Unduplicated %	57.7%	56.2%
Revenue per ADA	$18,108	$15,412
Expenses per ADA	$15,379	$14,150

Central Valley

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	964	932
ADA	1,049	913
Attendance Rate	108.8%	98.0%
Unduplicated %	71.4%	69.7%
Revenue per ADA	$17,054	$16,614
Expenses per ADA	$15,131	$14,280

NorCal

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	1,702	1,865
ADA	1,769	1,828
Attendance Rate	103.9%	98.0%
Unduplicated %	56.1%	54.4%
Revenue per ADA	$15,474	$15,089
Expenses per ADA	$14,778	$14,171

North Bay

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	200	177
ADA	201	173
Attendance Rate	100.3%	98.0%
Unduplicated %	60.7%	57.9%
Revenue per ADA	$16,352	$15,787
Expenses per ADA	$15,067	$14,299

Monterey Bay

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	535	549
ADA	555	538
Attendance Rate	103.7%	98.0%
Unduplicated %	45.6%	44.0%
Revenue per ADA	$14,906	$14,565
Expenses per ADA	$14,466	$14,303

Central Coast

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	176	136
ADA	184	134
Attendance Rate	104.6%	98.0%
Unduplicated %	57.1%	50.5%
Revenue per ADA	$15,628	$15,150
Expenses per ADA	$12,728	$14,369

Revenue

FY 2025-26 revenue $141.4M ($17,098 per ADA)

State Aid $110.8M · Federal $3.2M · Other State $20.6M

TOTAL

	Annual/Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
Revenue			
State Aid-Rev Limit	$ 110,825,175	$ 110,516,870	$ 308,305
Federal Revenue	3,239,254	2,921,310	317,945
Other State Revenue	20,551,913	14,859,089	5,692,824
Other Local Revenue	6,765,296	172,394	6,592,903
Total Revenue	**$ 141,381,639**	**$ 128,469,662**	**$ 12,911,977**

SoCal

	Annual/Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
Revenue			
State Aid-Rev Limit	$ 59,592,547	$ 62,495,897	$ (2,903,350)
Federal Revenue	1,886,598	1,769,934	116,664
Other State Revenue	13,552,497	8,769,472	4,783,025
Other Local Revenue	6,666,220	81,790	6,584,430
Total Revenue	**$ 81,697,862**	**$ 73,117,094**	**$ 8,580,768**

North Bay

	Annual/Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
Revenue			
State Aid-Rev Limit	$ 2,771,384	$ 2,295,817	$ 475,567
Federal Revenue	77,093	74,796	2,297
Other State Revenue	425,374	366,023	59,351
Other Local Revenue	4,932	1,732	3,200
Total Revenue	**$ 3,278,784**	**$ 2,738,368**	**$ 540,415**

Revenue by School

Central Valley

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 15,494,602	$ 13,225,464	$ 2,269,138
Federal Revenue	403,411	385,977	17,434
Other State Revenue	1,975,598	1,558,426	417,172
Other Local Revenue	16,021	5,135	10,886
Total Revenue	**$ 17,889,632**	**$ 15,175,002**	**$ 2,714,629**

Monterey Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	$ 7,074,560	$ 6,973,382	$ 101,178
Federal Revenue	176,233	61,653	114,579
Other State Revenue	1,000,204	785,569	214,635
Other Local Revenue	17,550	15,614	1,936
Total Revenue	**$ 8,268,547**	**$ 7,836,218**	**$ 432,329**

NorCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	$ 23,455,349	$ 23,771,805	$ (316,456)
Federal Revenue	643,655	613,654	30,001
Other State Revenue	3,246,704	3,141,013	105,691
Other Local Revenue	23,401	51,919	(28,518)
Total Revenue	**$ 27,369,109**	**$ 27,578,390**	**$ (209,281)**

Central Coast

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	$ 2,436,733	$ 1,754,505	$ 682,228
Federal Revenue	52,265	15,296	36,969
Other State Revenue	351,536	238,586	112,950
Other Local Revenue	37,172	16,203	20,969
Total Revenue	**$ 2,877,706**	**$ 2,024,590**	**$ 853,116**

Expenses

Highlights

- FY 2025-26 expenses: $124.8M ($15,091 per ADA)
- Salaries and benefits: $86.2M - 69% of total
- Certificated salaries over budget due to stipend approval
- Year-end special education accruals recognized

TOTAL

	Annual/Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
Expenses			
Certificated Salaries	$ 62,263,465	$ 50,983,466	$(11,279,999)
Classified Salaries	2,730,534	2,969,377	238,843
Benefits	21,167,638	18,664,971	(2,502,667)
Books and Supplies	11,682,071	15,263,394	3,581,322
Subagreement Services	11,915,235	12,071,316	156,081
Operations	1,894,538	3,649,520	1,754,982
Facilities	1,402,199	1,819,689	417,490
Professional Services	11,695,402	12,701,382	1,005,980
Depreciation	34,863	44,566	9,703
Total Expenses	**$ 124,785,946**	**$ 118,167,680**	**$(6,618,265)**

Expenses by School

SoCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 33,674,907	$ 29,034,030	$ (4,640,877)
Classified Salaries	1,521,494	1,690,999	169,505
Benefits	11,591,337	10,466,667	(1,124,670)
Books and Supplies	7,469,974	8,692,187	1,222,213
Subagreement Services	6,725,534	6,874,365	148,831
Operations	1,074,803	2,078,326	1,003,523
Facilities	724,283	1,036,275	311,992
Professional Services	6,601,943	7,229,684	627,741
Depreciation	2,169	25,380	23,211
Total Expenses	**$ 69,386,444**	**$ 67,127,913**	**$ (2,258,531)**

NorCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 13,121,856	$ 11,183,237	$ (1,938,619)
Classified Salaries	593,468	651,334	57,866
Benefits	4,657,940	4,096,383	(561,557)
Books and Supplies	2,121,712	3,348,029	1,226,317
Subagreement Services	2,388,496	2,647,846	259,350
Operations	428,983	800,523	371,540
Facilities	320,126	399,149	79,023
Professional Services	2,473,337	2,764,427	291,090
Depreciation	32,694	9,776	(22,918)
Total Expenses	**$ 26,138,612**	**$ 25,900,704**	**$ (237,907)**

Central Valley

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 8,670,467	$ 5,591,618	$ (3,078,849)
Classified Salaries	322,602	325,667	3,065
Benefits	2,598,593	2,100,902	(497,691)
Books and Supplies	1,087,716	1,674,015	586,299
Subagreement Services	1,418,654	1,323,923	(94,731)
Operations	212,079	400,262	188,183
Facilities	182,848	199,575	16,727
Professional Services	1,378,833	1,422,334	43,501
Total Expenses	**$ 15,871,792**	**$ 13,043,182**	**$ (2,828,609)**

North Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 1,640,321	$ 1,059,784	$ (580,536)
Classified Salaries	61,770	61,724	(47)
Benefits	501,196	411,217	(89,979)
Books and Supplies	208,844	317,277	108,433
Subagreement Services	271,307	250,924	(20,383)
Operations	41,046	75,862	34,816
Facilities	36,871	37,826	955
Professional Services	259,761	264,719	4,958
Total Expenses	**$ 3,021,117**	**$ 2,480,260**	**$ (540,857)**

Expenses by School

Central Coast

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 1,159,952	$ 817,921	$ (342,031)
Classified Salaries	51,252	47,637	(3,615)
Benefits	403,753	317,465	(86,288)
Books and Supplies	165,534	244,868	79,334
Subagreement Services	248,444	193,658	(54,786)
Operations	33,101	58,549	25,448
Facilities	27,017	29,193	2,176
Professional Services	254,747	210,211	(44,537)
Total Expenses	**$ 2,343,801**	**$ 1,920,217**	**$ (423,583)**

Monterey Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Expenses			
Certificated Salaries	$ 3,995,962	$ 3,296,876	$ (699,086)
Classified Salaries	179,948	192,017	12,069
Benefits	1,414,819	1,272,336	(142,483)
Books and Supplies	628,291	987,016	358,725
Subagreement Services	862,800	780,599	(82,201)
Operations	104,526	235,998	131,472
Facilities	111,054	117,671	6,617
Professional Services	726,781	810,008	83,227
Total Expenses	**$ 8,024,181**	**$ 7,695,404**	**$ (328,777)**

Expenses by School

NorCal

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	$ 13,121,856	$ 11,183,237	$ (1,938,619)	$ 13,121,856	$ 11,183,237	$ (1,938,619)
Classified Salaries	593,468	651,334	57,866	593,468	651,334	57,866
Benefits	4,657,940	4,096,383	(561,557)	4,657,940	4,096,383	(561,557)
Books and Supplies	2,121,712	3,348,029	1,226,317	2,121,712	3,348,029	1,226,317
Subagreement Services	2,324,562	2,579,516	254,954	2,388,496	2,647,846	259,350
Operations	428,983	800,523	371,540	428,983	800,523	371,540
Facilities	320,126	399,149	79,023	320,126	399,149	79,023
Professional Services	2,464,763	2,695,004	230,241	2,473,337	2,764,427	291,090
Depreciation	32,694	9,776	(22,918)	32,694	9,776	(22,918)
Total Expenses	**$ 26,066,104**	**$ 25,762,951**	**$ (303,153)**	**$ 26,138,612**	**$ 25,900,704**	**$ (237,907)**

North Bay

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	$ 1,640,321	$ 1,059,784	$ (580,536)	$ 1,640,321	$ 1,059,784	$ (580,536)
Classified Salaries	61,770	61,724	(47)	61,770	61,724	(47)
Benefits	501,196	411,217	(89,979)	501,196	411,217	(89,979)
Books and Supplies	208,844	298,899	90,055	208,844	317,277	108,433
Subagreement Services	260,652	244,449	(16,203)	271,307	250,924	(20,383)
Operations	41,046	75,862	34,816	41,046	75,862	34,816
Facilities	36,871	37,826	955	36,871	37,826	955
Professional Services	250,839	246,426	(4,414)	259,761	264,719	4,958
Total Expenses	**$ 3,001,540**	**$ 2,437,113**	**$ (564,427)**	**$ 3,021,117**	**$ 2,480,260**	**$ (540,857)**

Fund Balance

Ending fund balance: $44.2M — 35% of annual expenses

- Fund balance and surplus within state and authorizer requirements
- Surplus: $16.6M, $6.3M favorable to budget

TOTAL

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 16,595,693**	**$ 10,301,982**	**$ 6,293,711**
Beginning Fund Balance	27,648,218	27,648,218	
Ending Fund Balance	**$ 44,243,910**	**$ 37,950,200**	
	35.5%	*32.1%*	

SoCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 12,311,418**	**$ 5,989,181**	**$ 6,322,237**
Beginning Fund Balance	17,124,931	17,124,931	
Ending Fund Balance	**$ 29,436,349**	**$ 23,114,112**	
As a % of Annual Expenses	*42.4%*	*34.4%*	

Central Valley

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 2,017,840**	**$ 2,131,820**	**$ (113,981)**
Beginning Fund Balance	4,926,758	4,926,758	
Ending Fund Balance	**$ 6,944,598**	**$ 7,058,578**	
As a % of Annual Expenses	*43.8%*	*54.1%*	

NorCal

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 1,230,497**	**$ 1,677,686**	**$ (447,189)**
Beginning Fund Balance	3,902,302	3,902,302	
Ending Fund Balance	**$ 5,132,799**	**$ 5,579,988**	
As a % of Annual Expenses	*19.6%*	*21.5%*	

North Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 257,667**	**$ 258,109**	**$ (442)**
Beginning Fund Balance	1,069,528	1,069,528	
Ending Fund Balance	**$ 1,327,195**	**$ 1,327,636**	
As a % of Annual Expenses	*43.9%*	*53.5%*	

Monterey Bay

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 244,366**	**$ 140,814**	**$ 103,552**
Beginning Fund Balance	357,992	357,992	
Ending Fund Balance	**$ 602,358**	**$ 498,806**	
As a % of Annual Expenses	*7.5%*	*6.5%*	

Central Coast

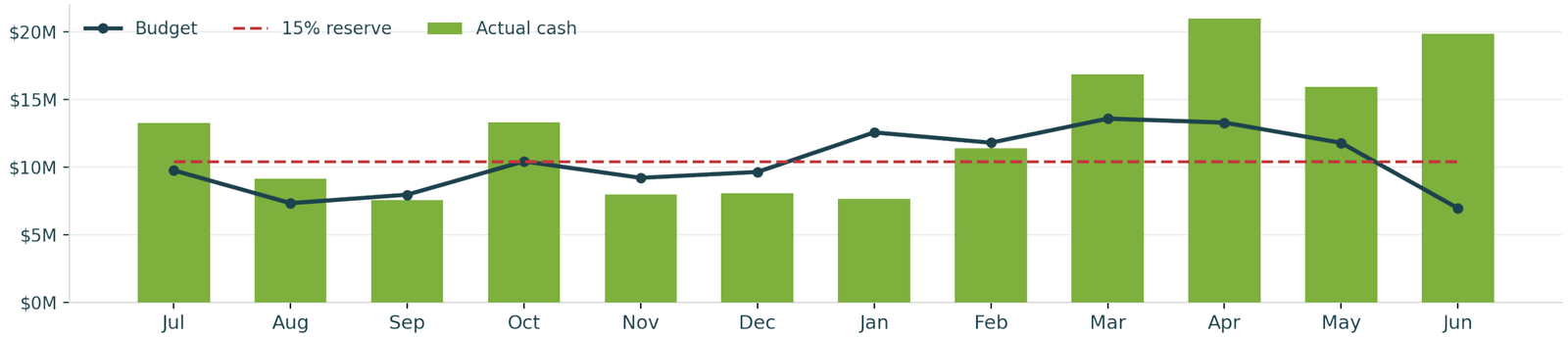
	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	**$ 533,905**	**$ 104,373**	**$ 429,533**
Beginning Fund Balance	266,707	266,707	
Ending Fund Balance	**$ 800,612**	**$ 371,080**	
As a % of Annual Expenses	*34.2%*	*19.3%*	

Cash Balance

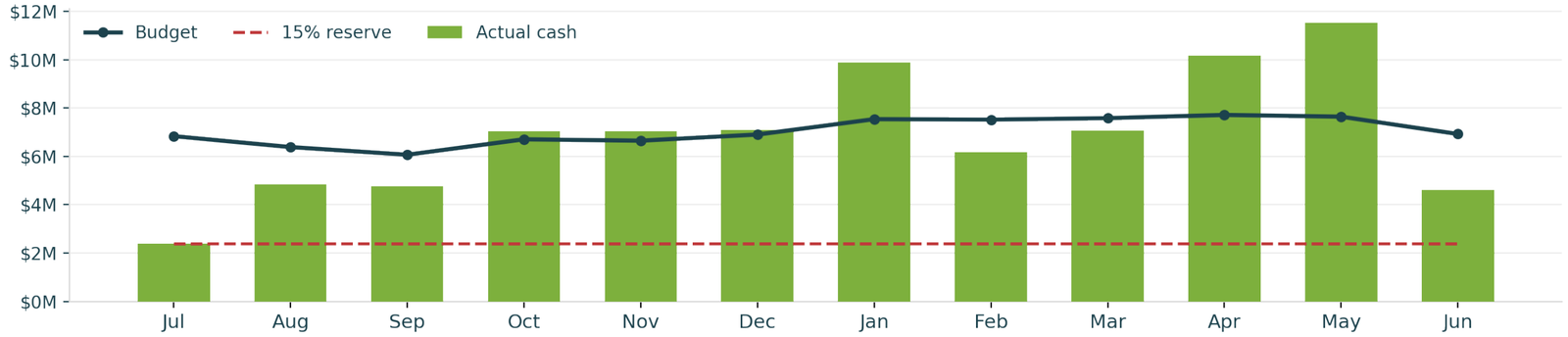
Year-end cash: $34.1M as of 6/30

- All schools are above the 15% reserve at year-end
- High priority to monitor in FY27 with our new countywide SoCal location.

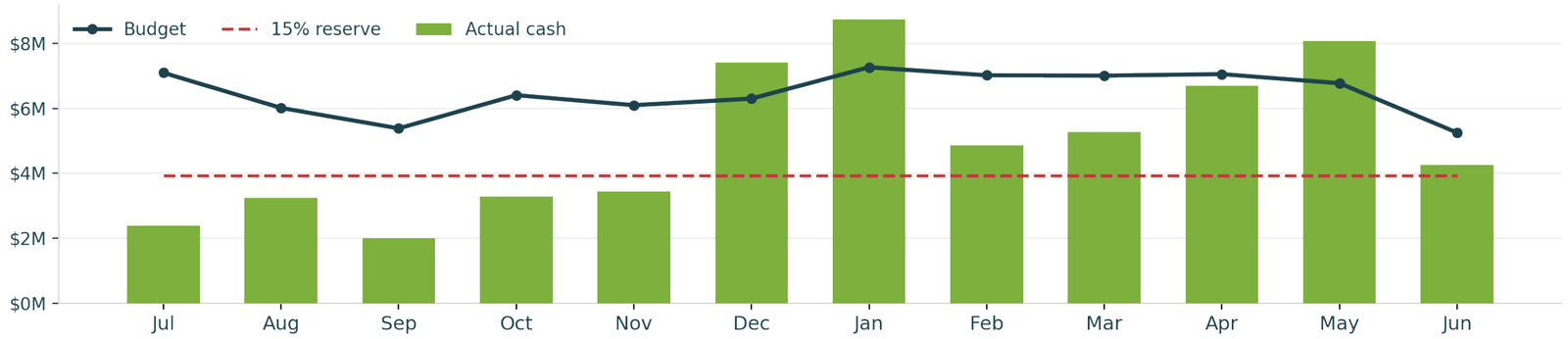
SoCal



Central Valley

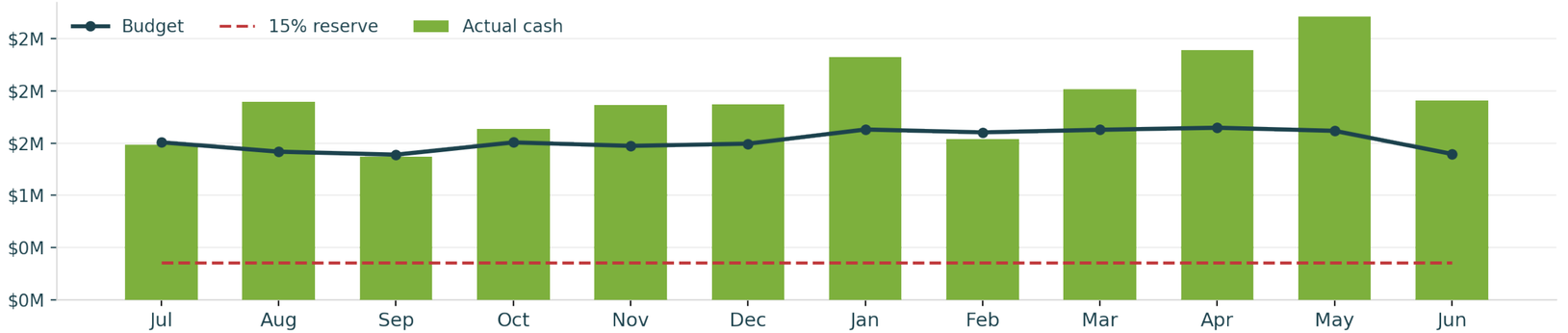


NorCal

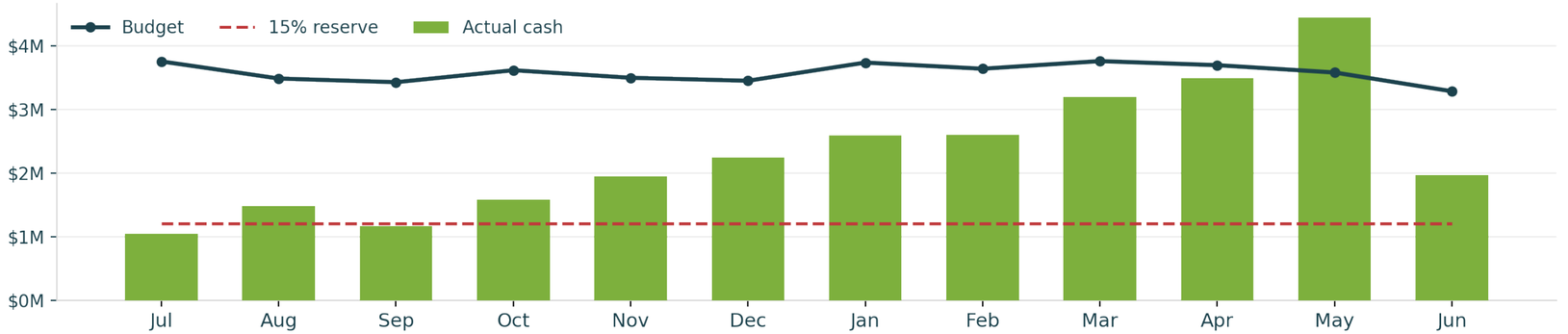


Cash Balance

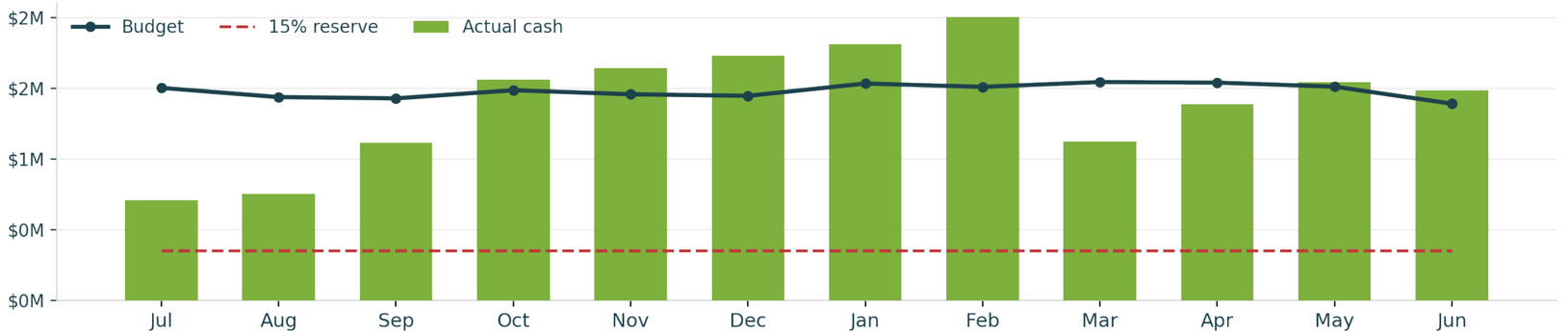
North Bay



Monterey Bay



Central Coast



Appendix

Monthly Cash Flow FY25/26

Budget vs. Actual

Statement of Financial Position

Statement of Cash Flows

APPENDIX 01

Monthly Cash Flow FY25/26

FY25-26 CalOps

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

ADA = 8268.78

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																**ADA = 8330.36**	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
	LCFF - Continuing Charters	631,487	1,903,275	2,408,465	3,425,896	3,425,896	3,425,897	3,425,897	3,004,284	3,882,763	3,882,763	3,882,763	4,333,789	-	**37,633,176**	49,536,283	(11,903,107)
8011	LCFF State Aid	631,487	1,903,275	2,408,465	3,425,896	3,425,896	3,425,897	3,425,897	3,004,284	3,882,763	3,882,763	3,882,763	4,333,789	-	**37,633,176**	49,536,283	(11,903,107)
8012	Education Protection Account	-	-	206,718	1,599,790	-	206,718	1,599,790	-	257,898	2,515,680	33,251	8,311,916	-	**14,731,761**	3,486,912	11,244,849
8019	State Aid - Prior Year	-	-	(4,730)	1	-	-	42,282	127,156	68,371	(598,429)	68,370	153,341	-	**(143,638)**	-	(143,638)
8096	In Lieu of Property Taxes	-	2,402,453	45,151	8,541,911	68,972	6,519,927	3,316,656	1,448,886	11,666,801	4,360,900	4,689,297	15,542,922	-	**58,603,876**	57,493,675	1,110,201
		631,487	4,305,728	2,655,604	13,567,598	3,494,868	10,152,542	8,384,625	4,580,326	15,875,834	10,160,914	8,673,681	28,341,968	-	**110,825,175**	**110,516,870**	**308,305**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	1,104,074	(1)	**1,104,073**	976,541	127,531
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	89,711	-	**89,711**	-	89,711
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8290	Title I, Part A - Basic Low Income	-	-	234,040	137,668	-	724,917	426,585	-	271	12	-	103,611	-	**1,627,104**	1,580,685	46,419
8291	Title II, Part A - Teacher Quality	-	-	701	41,689	(42,390)	-	-	-	-	-	-	5,719	-	**5,719**	246,609	(240,890)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8294	Title IV	-	-	-	-	30,678	-	6,111	-	-	-	-	110,806	-	**147,595**	117,474	30,121
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	96	-	-	-	-	264,957	-	**265,053**	-	265,053
		-	-	234,741	179,357	(11,712)	724,917	432,792	-	271	12	-	1,678,877	(1)	**3,239,254**	**2,921,310**	**317,945**
Other State Revenue																	
8311	State Special Education	366,743	379,624	683,322	683,322	683,322	-	1,366,644	725,002	725,002	725,002	725,002	879,230	-	**7,942,215**	7,524,067	418,148
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8550	Mandated Cost	-	-	-	-	162,408	85,870	28,929	-	-	-	-	-	-	**277,207**	261,570	15,637
8560	State Lottery	-	-	-	-	-	352,070	250,661	-	366,470	176,617	84,296	1,214,797	-	**2,444,912**	2,274,187	170,724
8598	Prior Year Revenue	-	4,722	195,437	48,839	21,253	(135,849)	(104,225)	-	-	-	-	45,104	-	**75,281**	-	75,281
8599	Other State Revenue	17,544	29,965	44,000	219,862	100,061	99,996	101,013	119,867	94,485	81,722	78,147	8,825,637	-	**9,812,299**	4,799,264	5,013,035
		384,287	414,311	922,759	952,023	967,044	402,087	1,643,022	844,869	1,185,957	983,341	887,446	10,964,768	-	**20,551,913**	**14,859,089**	**5,692,824**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	210	-	**-**	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8660	Interest Revenue	91	5,439	7,210	8,590	25,439	9,573	19,896	17,609	19,649	16,811	12,797	21,540	-	**164,645**	147,173	17,473
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8690	Other Local Revenue	-	-	-	-	-	11,706	-	-	-	6,588,945	1	(1)	-	**6,600,651**	25,221	6,575,430
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		91	5,439	7,210	8,590	25,439	21,279	19,896	17,609	19,649	6,605,756	12,798	21,749	-	**6,765,296**	**172,394**	**6,592,903**
Tot		**1,015,865**	**4,725,478**	**3,820,314**	**14,707,568**	**4,475,638**	**11,300,825**	**10,480,335**	**5,442,804**	**17,081,711**	**17,750,023**	**9,573,924**	**41,007,363**	**(1)**	**141,381,639**	**128,469,662**	**12,911,977**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	3,426,480	3,458,096	3,355,041	3,306,194	3,336,066	3,356,754	3,260,070	3,275,029	3,302,793	3,296,763	3,273,566	1,978,825	-	**38,625,677**	39,896,948	1,271,270
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
1175	Teachers' Extra Duty/Stipends	52,877	53,689	54,256	56,545	104,169	127,380	133,374	145,628	1,393,971	154,626	103,932	9,511,851	-	**11,892,296**	1,859,859	(10,032,437)
1200	Pupil Support Salaries	436,064	420,837	425,224	423,655	395,146	423,505	410,483	392,186	408,504	392,883	374,174	2,789,606	-	**7,292,267**	5,222,092	(2,070,175)
1300	Administrators' Salaries	363,190	363,188	363,072	344,972	337,750	343,067	352,615	359,971	346,952	355,167	327,685	595,594	-	**4,453,224**	4,004,567	(448,657)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		4,278,611	4,295,810	4,197,592	4,131,366	4,173,130	4,250,705	4,156,542	4,172,814	5,452,221	4,199,439	4,079,358	14,875,876	-	**62,263,465**	**50,983,466**	**(11,279,999)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
2200	Support Salaries	12,279	12,280	12,280	12,280	12,281	12,280	12,282	12,280	12,281	12,279	12,278	13,409	-	**148,488**	223,761	75,273
2300	Classified Administrators' Salaries	73,678	85,002	85,002	85,001	85,000	90,001	85,000	85,001	85,001	85,002	86,574	147,847	-	**1,078,110**	1,622,309	544,199
2400	Clerical and Office Staff Salaries	126,984	128,558	128,113	125,412	108,937	123,051	115,274	114,683	122,794	122,167	118,096	169,868	-	**1,503,937**	1,123,308	(380,629)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		212,941	225,840	225,395	222,693	206,218	225,332	212,556	211,964	220,076	219,448	216,948	331,124	-	**2,730,534**	**2,969,377**	**238,843**
Benefits																	
3101	STRS	744,566	747,497	727,140	716,166	575,094	576,757	722,612	728,550	943,307	1,619,393	875,603	736,705	-	**9,713,391**	9,737,842	24,451

FY25-26 CalOps

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

ADA = 8268.78

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	30,316	29,447	29,835	29,901	26,621	30,285	29,706	29,246	37,927	29,264	27,363	108,520	-	**438,431**	184,101	(254,330)
3311	Medicare	62,706	63,079	61,584	60,643	60,799	62,664	60,410	61,134	79,630	61,666	59,834	217,532	-	**911,679**	782,316	(129,362)
3401	Health and Welfare	470,948	485,292	712,597	565,020	505,807	764,558	739,712	582,873	602,443	591,021	595,943	588,988	-	**7,205,200**	6,600,656	(604,544)
3501	State Unemployment	888	3,476	370	(2,959)	253	50,579	30,939	5,684	5,682	3,177	2,426	4,634	-	**105,151**	471,093	365,943
3601	Workers' Compensation	225,707	(59,227)	-	-	-	223,123	-	142,772	39,290	19,606	19,609	-	-	**610,880**	755,340	144,460
3901	Other Benefits	148,583	146,640	145,181	143,324	153,786	148,196	147,682	147,600	183,694	148,598	155,698	513,924	-	**2,182,907**	133,622	(2,049,285)
		1,683,713	1,416,204	1,676,707	1,512,094	1,322,361	1,856,162	1,731,062	1,697,859	1,891,974	2,472,726	1,736,476	2,170,303	-	**21,167,638**	**18,664,971**	**(2,502,667)**
Books and Supplies																	
4100	Textbooks and Core Curricula	3,240,272	321,800	133,578	44,838	19,736	13,691	199,300	37,003	62,606	2,925	3,405	704,565	-	**4,783,718**	6,114,224	1,330,506
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	24,921	24,921
4302	School Supplies	78,471	-	15,848	2,477	12,996	7,069	22,646	6,926	5,747	19,877	11,303	(3,451)	-	**179,911**	1,359,413	1,179,502
4305	Software	1,925,230	118,393	180,291	310,503	(39,377)	1,814,859	158,831	56,707	9,205	36,535	(1,132,005)	55,453	-	**3,494,625**	5,139,381	1,644,756
4310	Office Expense	-	5,687	12,858	9,232	1,841	1,670	4,445	16,642	21,642	8,495	2,995	6,281	-	**91,787**	338,579	246,792
4311	Business Meals	2,261	1,861	10,545	3,018	4,641	41	233	3,618	9,424	3,246	10,121	12,649	-	**61,658**	86,220	24,561
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	659,353	-	48,075	725	-	12,979	-	-	332,740	130,417	1,850,311	35,773	-	**3,070,372**	2,200,655	(869,717)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		5,905,587	447,741	401,195	370,792	(163)	1,850,308	385,457	120,896	441,364	201,495	746,130	811,269	-	**11,682,071**	**15,263,394**	**3,581,322**

FY25-26 CalOps

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

ADA = 8268.78

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	133,240	106,329	61,297	419,137	1,482,153	868,112	1,574,041	1,294,946	1,032,028	1,804,629	2,346,205	787,321	**11,909,439**	11,742,967	(166,472)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,784	12,784
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	468	357	245	364	475	363	-	365	223	253	894	-	**4,007**	4,052	44
5106	Other Educational Consultants	-	-	600	-	601	-	-	599	-	(10)	-	-	-	**1,789**	311,513	309,724
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	133,708	107,287	61,542	420,101	1,482,628	868,475	1,574,640	1,295,311	1,032,241	1,804,882	2,347,099	787,321	**11,915,235**	**12,071,316**	**156,081**
Operations and Housekeeping																	
5201	Auto and Travel	43,996	53,640	40,597	28,395	25,731	(1,413)	6,299	24,078	32,945	14,359	49,443	95,477	-	**413,548**	1,061,077	647,529
5300	Dues & Memberships	286,907	(57,933)	7,438	9,311	195	-	-	524	-	401	238	28,565	-	**275,646**	974,194	698,548
5400	Insurance	25,157	10,047	17,602	71,512	37,129	54,517	19,501	19,501	19,501	19,501	1,900	19,502	-	**315,368**	321,831	6,463
5501	Utilities	459	730	(362)	566	463	504	893	1,101	3,810	546	(160)	903	-	**9,453**	10,375	922
5502	Janitorial Services	1,357	3,622	1,890	1,890	1,890	1,890	1,890	1,890	2,142	1,890	1,357	1,890	-	**23,598**	33,623	10,025
5516	Miscellaneous Expense	(1,300)	-	1,300	-	-	(1,424)	-	-	1,424	-	-	-	-	-	2,952	2,952
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	166,925	4,917	19,205	55,460	65,601	65,119	45,525	71,725	139,630	3,525	59,690	144,624	-	**841,947**	1,189,431	347,484
5901	Postage and Shipping	1,938	1,072	(819)	1,609	163	1,439	122	2,906	267	3,002	234	3,046	-	**14,979**	56,038	41,059
		525,440	16,095	86,851	168,742	131,172	120,631	74,229	121,725	199,719	43,223	112,702	294,007	-	**1,894,538**	**3,649,520**	**1,754,982**
Facilities, Repairs and Other Leases																	
5601	Rent	36,348	36,347	37,332	37,333	37,332	37,332	37,333	37,333	36,752	37,379	37,378	47,072	-	**455,272**	534,478	79,206
5602	Additional Rent	2,939	3,360	3,394	3,399	3,435	170,085	12,454	3,463	3,442	3,493	3,108	4,259	-	**216,829**	429,792	212,963
5603	Equipment Leases	985	-	1,069	2,366	-	2,192	751	3,963	987	987	-	3,171	-	**16,471**	27,819	11,348
5604	Other Leases	250,000	-	-	248,931	702	97,081	69,352	39,245	(100)	3,789	369	(69)	-	**709,300**	285,865	(423,436)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	1,250	(1,250)	1,154	-	-	76	1,154	-	755	-	898	290	-	**4,327**	541,735	537,408
		291,522	38,457	42,949	292,029	41,469	306,766	121,044	84,003	41,836	45,648	41,753	54,723	-	**1,402,199**	**1,819,689**	**417,490**
Professional/Consulting Services																	
5801	IT	3,080	3,080	3,080	3,080	3,080	232,785	235,257	3,847	607,673	303,599	1,441,888	233,615	-	**3,074,064**	4,623,488	1,549,424
5802	Audit & Taxes	-	4,621	-	-	-	27,807	29,120	5,040	13,178	27,546	-	8,052	-	**115,364**	67,034	(48,330)
5803	Legal	-	13,902	26,098	43,837	55,978	68,422	4,110	95,480	685,502	(454,551)	25,083	26,535	-	**590,396**	999,210	408,814
5804	Professional Development	32,959	29,585	61,082	6,079	17,432	48,711	39,201	9,636	66,773	204,266	34,725	46,376	-	**596,826**	288,613	(308,213)
5805	General Consulting	11,968	17,776	243,074	21,734	32,688	23,101	6,663	71,808	41,605	43,010	550,065	79,783	-	**1,143,275**	298,313	(844,961)
5806	Special Activities/Field Trips	23,426	350	58,652	6,866	3,682	23,049	770	5,198	39,883	91,621	136,173	(105,302)	-	**284,369**	585,243	300,874
5807	Bank Charges	527	1,303	287	70	81	1,344	19,263	210	119	99	-	153	-	**23,456**	3,462	(19,994)
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	212	-	**212**	765	553
5809	Other taxes and fees	66	482	6,063	238	71	366	130	26,807	6,843	6,492	19	7,686	-	**55,263**	113,860	58,597
5810	Payroll Service Fee	-	-	249	249	-	-	-	-	-	-	-	-	-	**499**	16,687	16,188
5811	Back Office Service Fee	214,310	214,310	214,310	214,310	215,479	214,310	214,310	214,310	214,310	200,269	200,269	200,269	296,866	**2,827,633**	2,576,901	(250,731)
5812	District Oversight Fee	-	41,187	105,909	-	47,071	206,796	94,142	157,499	-	123,561	82,374	285,567	(1,875)	**1,142,231**	1,105,169	(37,062)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	2,824	15,704	26,361	26,361	26,361	-	52,722	27,970	28,627	25,094	25,094	42,871	-	**299,989**	255,018	(44,971)
5815	Public Relations/Recruitment	22,463	231,080	123,452	158,869	120,230	116,651	83,704	85,208	103,927	127,397	130,672	238,173	-	**1,541,827**	1,767,618	225,792
		311,623	573,381	868,617	481,695	522,153	963,341	779,391	703,014	1,808,440	698,403	2,626,361	1,063,990	294,991	**11,695,402**	**12,701,382**	**1,005,980**
Depreciation																	
6900	Depreciation Expense	4,851	4,850	4,852	4,851	4,852	4,852	4,851	180	181	181	181	181	-	**34,863**	44,566	9,703
		4,851	4,850	4,852	4,851	4,852	4,852	4,851	180	181	181	181	181	-	**34,863**	**44,566**	**9,703**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tot		**13,214,288**	**7,152,087**	**7,611,444**	**7,245,804**	**6,821,292**	**11,060,726**	**8,333,607**	**8,687,095**	**11,351,121**	**8,912,805**	**11,364,790**	**21,948,573**	**1,082,312**	**124,785,945**	**118,167,680**	**(6,618,265)**
Monthly Surplus (Deficit)		**(12,198,422)**	**(2,426,609)**	**(3,791,130)**	**7,461,764**	**(2,345,654)**	**240,099**	**2,146,728**	**(3,244,291)**	**5,730,589**	**8,837,218**	**(1,790,866)**	**19,058,790**	**(1,082,314)**	**16,595,693**	**10,301,982**	**6,293,711**

FY25-26 CalOps

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

ADA = 8268.78

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(12,198,422)	(2,426,609)	(3,791,130)	7,461,764	(2,345,654)	240,099	2,146,728	(3,244,291)	5,730,589	8,837,218	(1,790,866)	19,058,790	(1,082,314)	**16,595,903**		
Cash flows from operating activities																
Depreciation/Amortization	4,851	4,850	4,852	4,851	4,852	4,852	4,851	180	181	181	181	181	-	**34,863**		
Public Funding Receivables	7,689,013	4,145,885	462,366	1,678,476	(1,423,295)	2,476,794	2,118,595	(1,412,029)	681,443	517,593	725,002	(27,082,647)	1	**(9,422,803)**		
Grants and Contributions Rec.	2,968	250	(108)	108	3,559	(203)	-	304	-	(50)	(48,501)	(1,158,793)	-	**(1,200,466)**		
Due To/From Related Parties	-	(1)	(1)	1	(2)	(2)	-	(1)	-	2	2	(1)	-	**(3)**		
Prepaid Expenses	716,908	(16,920)	(198,194)	-	(55,771)	(273,771)	(32,492)	(64,801)	(222,166)	(94,501)	-	(370,474)	-	**(612,182)**		
Other Assets	-	-	-	-	-	1,000	-	-	-	-	-	-	-	**1,000**		
Accounts Payable	(1,347,978)	(2,390)	(2,773)	533	162	-	21	-	237,451	(235,249)	(766)	1,966,573	1,082,312	**1,697,896**		
Accrued Expenses	(2,448,585)	(1,717,633)	7,709	210,958	(1,580,112)	1,701,707	225,857	(14,634)	263,059	392,759	127,543	6,439,436	-	**3,608,064**		
Other Liabilities	-	-	-	-	-	-	673	-	-	-	-	(8,974,467)	-	**(8,973,794)**		
Deferred Revenue	105,222	104,148	88,606	1,084,495	897,750	346,029	118,683	354,209	255,761	166,875	93,710	(370,241)	-	**3,245,247**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	379,934	-	**379,934**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(7,476,023)	91,580	(3,428,673)	10,441,186	(4,498,511)	4,496,505	4,582,916	(4,381,063)	6,946,318	9,584,828	(893,695)	(10,111,709)				
Cash, Beginning of Month	28,780,926	21,304,902	21,396,482	17,967,809	28,408,995	23,910,484	28,406,989	32,989,905	28,608,842	35,555,161	45,139,989	44,246,294				
Cash, End of Month	**21,304,902**	**21,396,482**	**17,967,809**	**28,408,995**	**23,910,484**	**28,406,989**	**32,989,905**	**28,608,842**	**35,555,161**	**45,139,989**	**44,246,294**	**34,134,585**				

FY25-26 CalOps Southern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

Actuals Through: *6/30/2026*

ADA = 4511.68

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA =	4744.18
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-	-	-	-			-	-	-
	LCFF - Continuing Charters	597,651	597,651	1,075,772	1,075,772	1,075,772	1,075,772	1,075,772	549,636	549,636	549,636	549,636	1,585,671	-	10,358,377	13,995,575	(3,637,198)
8011	LCFF State Aid	597,651	597,651	1,075,772	1,075,772	1,075,772	1,075,772	1,075,772	549,636	549,636	549,636	549,636	1,585,671	-	10,358,377	13,995,575	(3,637,198)
8012	Education Protection Account	-	-	200,917	-	-	200,917	-	-	244,018	-	-	256,484	-	902,336	948,836	(46,500)
8019	State Aid - Prior Year	-	-	-	-	-	-	-	130,301	130,301	(536,498)	130,301	129,319	-	(16,276)	-	(16,276)
8096	In Lieu of Property Taxes	-	2,402,453	-	8,008,178	-	6,406,542	3,203,271	-	11,078,943	3,937,836	3,937,836	9,373,051	-	48,348,110	47,551,486	796,624
		597,651	3,000,104	1,276,689	9,083,950	1,075,772	7,683,231	4,279,043	679,937	12,002,898	3,950,974	4,617,773	11,344,525	-	59,592,547	62,495,897	(2,903,350)
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	633,176	-	633,176	562,342	70,834
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	51,051	-	51,051	-	51,051
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	234,040	-	-	724,917	-	-	271	-	-	7,822	-	967,050	980,382	(13,332)
8291	Title II, Part A - Teacher Quality	-	-	-	29,793	(29,793)	-	-	-	-	-	-	-	-	-	156,662	(156,662)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV	-	-	-	-	17,903	-	-	-	-	-	-	57,407	-	75,310	70,549	4,761
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	160,011	-	160,011	-	160,011
		-	-	234,040	29,793	(11,890)	724,917	-	-	271	-	-	909,467	-	1,886,598	1,769,934	116,664
Other State Revenue																	
8311	State Special Education	216,936	224,527	404,148	404,148	404,148	-	808,296	404,149	404,149	404,149	404,149	411,739	-	4,490,538	4,480,968	9,570
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	157,772	-	-	-	-	-	-	-	-	157,772	152,422	5,350
8560	State Lottery	-	-	-	-	-	341,977	-	-	355,964	-	-	636,072	-	1,334,013	1,295,161	38,852
8598	Prior Year Revenue	-	4,722	192,237	-	12,160	(136,249)	(54,821)	-	-	-	-	-	-	18,049	-	18,049
8599	Other State Revenue	17,052	17,052	30,693	125,064	56,914	56,909	57,472	68,018	35,540	35,540	35,540	7,016,331	-	7,552,125	2,840,920	4,711,205
		233,988	246,301	627,078	529,212	630,994	262,637	810,947	472,167	795,653	439,689	439,689	8,064,142	-	13,552,497	8,769,472	4,783,025
Other Local Revenue																	
8631	Sale of Equipment and Supplies												210		210		
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	3,846	4,838	4,282	8,175	8,721	6,878	6,599	5,608	5,174	5,130	6,318	-	65,569	66,890	(1,321)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	11,706	-	-	-	6,588,945	(2,991,381)	2,991,381	-	6,600,651	14,900	6,585,751
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	3,846	4,838	4,282	8,175	20,427	6,878	6,599	5,608	6,594,119	(2,986,251)	2,997,909	-	6,666,640	81,790	6,584,430
Total Revenue		831,639	3,250,251	2,142,645	9,647,237	1,703,051	8,691,212	5,096,868	1,158,703	12,804,430	10,984,782	2,071,211	23,316,043	-	81,697,862	73,117,094	8,580,768
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	1,949,648	1,967,661	1,909,041	1,881,238	1,898,257	1,913,413	1,854,979	1,797,994	1,813,218	1,804,995	1,787,385	980,348	-	21,558,177	22,720,487	1,162,310
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	30,085	30,548	30,871	32,172	64,855	72,478	75,888	79,951	765,290	84,592	56,748	4,243,584	-	5,567,062	1,059,151	(4,507,911)
1200	Pupil Support Salaries	248,122	239,456	242,064	241,061	224,839	241,046	233,564	215,454	224,270	215,108	204,300	1,541,395	-	4,070,679	2,973,873	(1,096,806)
1300	Administrators' Salaries	206,654	206,655	206,588	196,289	192,179	195,206	200,638	197,625	190,470	194,508	178,916	313,261	-	2,478,989	2,280,518	(198,471)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		2,434,509	2,444,320	2,388,564	2,350,760	2,380,130	2,422,143	2,365,069	2,291,024	2,993,248	2,299,203	2,227,349	7,078,588	-	33,674,907	29,034,030	(4,640,877)
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	6,987	6,987	6,987	6,987	6,988	6,987	6,988	6,741	6,742	6,723	6,704	7,117	-	82,938	127,427	44,489
2300	Classified Administrators' Salaries	41,923	48,366	48,366	48,366	48,365	51,211	48,365	46,666	46,666	46,538	47,269	77,799	-	599,900	923,871	323,971
2400	Clerical and Office Staff Salaries	72,254	73,150	72,897	71,396	61,986	70,015	65,591	62,961	67,413	66,887	64,481	89,625	-	838,656	639,701	(198,955)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		121,164	128,503	128,250	126,749	117,339	128,213	120,944	116,368	120,821	120,148	118,454	174,541	-	1,521,494	1,690,999	169,505
Benefits																	
3101	STRS	423,659	425,326	413,743	407,499	327,229	259,673	411,167	399,976	517,878	1,289,603	73,749	391,786	-	5,341,288	5,545,500	204,212

FY25-26 CalOps Southern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

Actuals Through: *6/30/2026*

ADA = 4511.68

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	17,249	16,756	16,976	17,015	15,147	17,232	16,902	16,057	20,822	16,024	14,940	51,913	-	**237,033**	104,842	(132,191)
3311	Medicare	35,680	35,892	35,041	34,507	34,595	35,656	34,374	33,562	43,716	33,762	32,670	103,576	-	**493,031**	445,513	(47,518)
3401	Health and Welfare	265,676	271,982	402,998	319,051	285,320	376,868	408,600	317,101	327,739	321,764	323,223	320,667	-	**3,940,989**	3,758,937	(182,052)
3501	State Unemployment	502	1,975	209	(3,165)	141	28,778	17,601	3,119	3,117	1,738	1,323	2,342	-	**57,680**	105,630	47,950
3601	Workers' Compensation	128,428	(33,703)	-	-	-	126,957	-	78,382	21,570	10,764	10,706	-	-	**343,104**	430,150	87,046
3901	Other Benefits	84,543	83,439	82,608	81,553	87,505	84,323	84,105	81,033	97,566	81,356	85,011	245,170	-	**1,178,212**	76,095	(1,102,117)
		955,737	801,667	951,575	856,460	749,937	929,487	972,749	929,230	1,032,408	1,755,011	541,622	1,115,454	-	**11,591,337**	**10,466,667**	**(1,124,670)**
Books and Supplies																	
4100	Textbooks and Core Curricula	1,843,715	183,104	76,007	25,513	11,229	7,790	113,402	20,315	34,371	1,605	1,859	384,692		**2,703,602**	3,481,924	778,322
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,192	14,192
4302	School Supplies	6,468	-	14,856	2,252	6,093	6,346	13,155	4,158	5,704	11,500	7,004	(4,847)	-	**72,689**	774,158	701,469
4305	Software	1,150,958	83,543	102,588	176,677	(21,380)	1,032,657	90,375	31,131	2,510	23,416	(644,488)	33,288	-	**2,061,275**	2,926,771	865,496
4310	Office Expense	-	3,031	7,087	5,261	1,046	1,486	3,647	9,401	12,406	4,619	1,848	3,346	-	**53,178**	192,814	139,636
4311	Business Meals	1,351	633	6,584	1,554	781	19	65	2,456	5,414	2,321	5,122	9,054	-	**35,354**	49,100	13,746
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4400	Noncapitalized Equipment	375,172	-	27,354	626	-	7,385	-	-	182,674	71,837	1,010,270	868,558	-	**2,543,876**	1,253,227	(1,290,649)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		3,377,664	270,311	234,476	211,883	(2,231)	1,055,683	220,644	67,461	243,079	115,298	381,615	1,294,091	-	**7,469,974**	**8,692,187**	**1,222,213**

FY25-26 CalOps Southern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

Actuals Through: *6/30/2026*

ADA = 4511.68

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	96,683	58,136	42,293	246,326	858,197	487,463	842,780	793,024	498,384	947,589	1,299,065	552,097	**6,722,037**	6,687,377	(34,660)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,281	7,281
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	266	203	245	102	270	255	-	200	61	253	641	-	**2,496**	2,307	(189)
5106	Other Educational Consultants	-	-	341	-	341	-	-	329	-	(10)	-	-	-	**1,001**	177,400	176,399
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	96,949	58,680	42,538	246,769	858,467	487,718	843,109	793,224	498,435	947,842	1,299,706	552,097	**6,725,534**	**6,874,365**	**148,831**
Operations and Housekeeping																	
5201	Auto and Travel	26,178	32,292	23,051	16,404	16,712	(1,039)	4,590	12,641	19,899	8,758	25,865	48,015	-	**233,366**	604,261	370,895
5300	Dues & Memberships	163,424	(30,034)	4,403	2,232	195	-	-	357	-	220	1	18,803	-	**159,601**	554,783	395,182
5400	Insurance	14,315	2,459	13,272	40,690	21,126	31,020	11,096	10,706	10,706	10,706	633	10,648	-	**177,377**	183,276	5,899
5501	Utilities	-	230	(809)	230	230	225	230	230	3,178	(92)	(425)	503	-	**3,730**	5,908	2,178
5502	Janitorial Services	1,357	1,357	1,357	1,357	1,357	1,357	1,357	1,357	1,609	1,357	1,357	1,357	-	**16,536**	19,148	2,612
5516	Miscellaneous Expense	(1,300)	-	1,300	-	-	(1,424)	-	-	1,424	-	-	-	-	-	1,681	1,681
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	95,540	2,973	10,864	31,373	37,521	37,056	25,921	39,497	76,774	2,047	32,118	78,726	-	**470,410**	677,356	206,946
5901	Postage and Shipping	841	1,045	122	1,491	18	1,080	95	2,906	153	2,951	194	2,887	-	**13,783**	31,913	18,130
		300,355	10,322	53,560	93,777	77,159	68,275	43,289	67,694	113,743	25,947	59,743	160,939	-	**1,074,803**	**2,078,326**	**1,003,523**
Facilities, Repairs and Other Leases																	
5601	Rent	20,690	20,681	21,242	21,243	21,242	21,243	21,242	21,078	20,177	20,521	20,409	(56,288)	-	**173,480**	304,374	130,894
5602	Additional Rent	1,672	2,043	2,077	2,015	2,184	96,904	9,008	2,080	2,039	2,090	1,696	2,669	-	**126,477**	244,757	118,280
5603	Equipment Leases	985	-	1,069	2,366	-	2,192	751	3,963	987	987	-	3,171	-	**16,471**	15,843	(628)
5604	Other Leases	142,500	-	-	140,726	300	55,390	36,420	26,252	(100)	3,404	369	(369)	-	**404,892**	162,794	(242,098)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	-	1,154	-	-	-	1,154	-	-	-	365	290	-	**2,963**	308,507	305,544
		165,847	22,724	25,542	166,350	23,726	175,729	68,575	53,373	23,103	27,002	22,839	(50,527)	-	**724,283**	**1,036,275**	**311,992**
Professional/Consulting Services																	
5801	IT	3,080	3,080	3,080	3,080	3,080	133,782	135,188	3,501	335,002	168,065	815,083	129,338	-	**1,735,359**	2,632,981	897,622
5802	Audit & Taxes	-	2,629	-	-	-	15,822	16,569	2,767	7,235	15,123	-	4,396	-	**64,541**	38,174	(26,367)
5803	Legal	-	8,383	14,248	24,697	31,689	39,190	2,304	56,632	378,535	(482,558)	250,236	16,250	-	**339,606**	569,030	229,424
5804	Professional Development	18,759	16,834	34,628	4,947	11,813	8,404	26,878	7,068	49,053	106,535	22,333	24,924	-	**332,176**	164,359	(167,817)
5805	General Consulting	6,810	10,115	138,309	12,367	18,962	12,782	3,791	39,424	22,843	23,613	300,335	43,561	-	**632,912**	169,883	(463,029)
5806	Special Activities/Field Trips	11,836	199	28,505	4,518	289	10,835	589	5,014	19,078	68,432	72,874	(57,441)	-	**164,728**	333,284	168,556
5807	Bank Charges	345	1,248	287	70	81	1,258	19,168	100	-	-	-	-	-	**22,557**	1,972	(20,585)
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	212	-	**212**	436	224
5809	Other taxes and fees	66	349	3,527	209	71	346	109	21,913	3,801	6,455	19	5,840	-	**42,705**	64,841	22,136
5810	Payroll Service Fee	-	-	142	142	-	-	-	-	-	-	-	-	-	**284**	9,503	9,219
5811	Back Office Service Fee	121,910	121,910	121,910	121,910	121,909	121,910	121,910	121,910	121,910	109,457	109,457	109,457	208,397	**1,633,957**	1,462,342	(171,615)
5812	District Oversight Fee	-	41,187	105,909	-	47,071	-	94,142	94,142	-	123,561	82,374	7,702	-	**596,088**	624,959	28,871
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	1,607	9,198	15,472	15,472	15,472	-	30,944	15,524	15,901	14,042	14,042	22,009	-	**169,683**	151,299	(18,384)
5815	Public Relations/Recruitment	12,781	130,517	59,621	90,396	68,412	66,373	47,677	46,780	57,011	70,954	71,347	145,266	-	**867,135**	1,006,622	139,487
		177,194	345,649	525,638	277,808	318,849	410,702	499,269	414,775	1,010,369	223,679	1,738,100	451,514	208,397	**6,601,943**	**7,229,684**	**627,741**
Depreciation																	
6900	Depreciation Expense	181	180	181	181	181	181	180	180	181	181	181	181	-	**2,169**	25,380	23,211
		181	180	181	181	181	181	180	180	181	181	181	181	-	**2,169**	**25,380**	**23,211**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**7,532,651**	**4,120,625**	**4,366,466**	**4,126,506**	**3,911,859**	**6,048,880**	**4,778,437**	**4,783,214**	**6,330,176**	**5,064,904**	**6,037,745**	**11,524,487**	**760,494**	**69,386,444**	**67,127,913**	**(2,258,531)**
Monthly Surplus (Deficit)		**(6,701,012)**	**(870,374)**	**(2,223,821)**	**5,520,731**	**(2,208,808)**	**2,642,332**	**318,431**	**(3,624,511)**	**6,474,254**	**5,919,878**	**(3,966,534)**	**11,791,556**	**(760,494)**	**12,311,418**	**5,989,181**	**6,322,237**
															15.1%		

FY25-26 CalOps Southern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/2026

Actuals Through: *6/30/2026*

ADA = 4511.68

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(6,701,012)	(870,374)	(2,223,821)	5,520,731	(2,208,808)	2,642,332	318,431	(3,624,511)	6,474,254	5,919,878	(3,966,534)	11,791,556	(760,494)	**12,311,628**		
Cash flows from operating activities																
Depreciation/Amortization	181	180	181	181	181	181	180	180	181	181	181	181	-	**2,169**		
Public Funding Receivables	2,953,850	944,148	471,915	641,560	(356,336)	465,830	-	(404,149)	404,149	(404,149)	404,149	(8,746,542)	-	**(3,625,575)**		
Grants and Contributions Rec.	342	-	(108)	108	-	(203)	-	304		(50)	(48,501)	(1,158,793)	-	**(1,206,901)**		
Due To/From Related Parties	7,395,048	(3,113,937)	3,941	(1,717,549)	(1,552,135)	(4,698,768)	(1,038,710)	7,435,240	(1,832,791)	(1,751,557)	(1,706,917)	5,496,475	-	**2,918,340**		
Prepaid Expenses	427,026	(16,920)	(112,772)	-	(31,734)	(155,776)	(18,487)	(35,524)	(121,969)	(51,881)	11	(204,982)	-	**(323,008)**		
Other Assets	-	-	-	-	-	1,000	-	-	-	-	-	-	-	**1,000**		
Accounts Payable	(768,247)	(1,363)	(1,039)	-	(13)		12	-	146,953	(144,752)	(681)	1,109,320	760,494	**1,100,684**		
Accrued Expenses	(2,218,950)	(1,103,228)	177,664	283,613	(1,482,390)	1,785,251	276,935	45,575	337,996	481,345	211,249	2,695,456	-	**1,490,516**		
Other Liabilities												(7,032,067)	-	**(7,032,067)**		
Deferred Revenue	102,500	33,375	60,075	1,029,030	309,534	33,859	50,074	342,208	60,169	60,169	60,169	(229,549)	-	**1,911,613**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	235,559	-	**235,559**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	1,190,738	(4,128,119)	(1,623,964)	5,757,674	(5,321,701)	73,706	(411,565)	3,759,323	5,468,942	4,109,184	(5,046,874)	3,956,614				
Cash, Beginning of Month	12,107,768	13,298,505	9,170,386	7,546,422	13,304,096	7,982,395	8,056,101	7,644,536	11,403,859	16,872,801	20,981,985	15,935,111				
Cash, End of Month	**13,298,505**	**9,170,386**	**7,546,422**	**13,304,096**	**7,982,395**	**8,056,101**	**7,644,536**	**11,403,859**	**16,872,801**	**20,981,985**	**15,935,111**	**19,891,725**				

Cert.	Instr.
63.1%	72.6%
18,873,335	(6,072,441)

Pupil:Teacher Ratio
20.67 :1

FY25-26 CalOps Central Valley

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1048.99

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 913.36	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	422,914	422,914	761,245	761,245	761,245	761,245	761,245	1,233,674	1,233,674	1,233,674	1,419,068	-	**9,772,143**	10,557,583	(785,440)
8011	LCFF State Aid	-	422,914	422,914	761,245	761,245	761,245	761,245	761,245	1,233,674	1,233,674	1,233,674	1,419,068	-	**9,772,143**	10,557,583	(785,440)
8012	Education Protection Account	-	-	-	532,929	-	-	532,930	-	-	987,309	-	3,046,166	-	**5,099,334**	2,003,513	3,095,821
8019	State Aid - Prior Year	-	-	-	1	-	-	-	-	(10,924)	(10,924)	(10,924)	28,569	-	**(4,202)**	-	(4,202)
8096	In Lieu of Property Taxes	-	-	-	172,849	-	53,184	53,184	53,184	53,184	155,738	51,923	34,081	-	**627,327**	664,368	(37,041)
		-	422,914	422,914	1,467,024	761,245	814,429	1,347,359	814,429	1,275,934	2,365,797	1,274,673	4,527,884	-	**15,494,602**	**13,225,464**	**2,269,138**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	117,362	(0)	**117,362**	108,301	9,061
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	9,963	-	**9,963**	-	9,963
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	55,312	-	-	171,390	-	-	-	-	-	-	**226,702**	233,573	(6,871)
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,938	(30,938)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV	-	-	-	-	4,264	-	-	-	-	-	-	13,674	-	**17,938**	13,165	4,773
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	31,446	-	**31,446**	-	31,446
		-	-	-	55,312	4,264	-	171,390	-	-	-	-	172,445	(0)	**403,411**	**385,977**	**17,434**
Other State Revenue																	
8311	State Special Education	35,303	36,558	65,804	65,804	65,804	-	131,608	95,424	95,424	95,424	95,424	179,901	-	**962,478**	736,832	225,646
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	-	28,929	-	-	-	-	-	-	**28,929**	27,259	1,670
8560	State Lottery	-	-	-	-	-	-	67,553	-	-	-	70,316	172,297	-	**310,166**	249,347	60,819
8598	Prior Year Revenue	-	-	-	(6,045)	-	271	8,093	-	-	-	-	-	-	**2,319**	-	2,319
8599	Other State Revenue	-	3,328	3,328	24,253	11,070	11,055	11,171	13,379	16,369	14,752	14,845	548,156	-	**671,706**	544,988	126,718
		35,303	39,886	69,132	84,012	76,874	11,326	247,354	108,803	111,793	110,176	180,585	900,354	-	**1,975,598**	**1,558,426**	**417,172**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	81	19	28	33	4,502	51	54	6,860	50	62	4,215	66	-	**16,021**	2,684	13,337
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	836,796	(836,796)	-	-	2,451	(2,451)
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		81	19	28	33	4,502	51	54	6,860	50	62	841,011	(836,730)	-	**16,021**	**5,135**	**10,886**
Total Revenue		**35,384**	**462,819**	**492,074**	**1,606,381**	**846,885**	**825,806**	**1,766,157**	**930,092**	**1,387,777**	**2,476,035**	**2,296,269**	**4,763,953**	**(0)**	**17,889,632**	**15,175,002**	**2,714,629**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	376,905	380,390	369,050	363,701	366,933	368,371	358,607	399,553	402,955	410,420	415,741	325,987	-	**4,538,613**	4,375,703	(162,910)
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	5,817	5,907	5,968	6,220	10,034	14,013	14,672	17,767	170,065	19,363	13,200	2,464,570	-	**2,747,596**	203,980	(2,543,616)
1200	Pupil Support Salaries	47,967	46,292	46,747	46,602	43,466	46,567	45,153	47,808	49,837	48,907	47,520	339,578	-	**856,444**	572,734	(283,710)
1300	Administrators' Salaries	39,951	39,951	39,938	37,947	37,153	37,737	38,788	43,916	42,330	44,128	41,617	84,358	-	**527,814**	439,201	(88,613)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	$0.00	-	-	-
		470,640	472,540	461,703	454,470	457,586	466,688	457,220	509,044	665,187	522,818	518,078	3,214,493	-	**8,670,467**	**5,591,618**	**(3,078,849)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	1,351	1,351	1,350	1,351	1,351	1,351	1,351	1,499	1,499	1,529	1,559	1,853	-	**17,395**	24,541	7,146
2300	Classified Administrators' Salaries	8,104	9,350	9,351	9,350	9,350	9,900	9,350	10,370	10,370	10,582	10,995	20,914	-	**127,986**	177,927	49,941
2400	Clerical and Office Staff Salaries	13,969	14,141	14,092	13,786	11,983	13,536	12,680	13,991	14,981	15,210	14,998	23,854	-	**177,221**	123,199	(54,022)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	$0.00	-	-	-
		23,424	24,842	24,793	24,487	22,684	24,787	23,381	25,860	26,850	27,321	27,552	46,621	-	**322,602**	**325,667**	**3,065**
Benefits																	
3101	STRS	81,901	82,225	79,985	78,778	63,260	80,926	79,487	88,883	115,083	90,753	224,308	101,200	-	**1,166,789**	1,067,999	(98,790)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FY25-26 CalOps Central Valley

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1048.99

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3301	OASDI	3,335	3,239	3,282	3,289	2,928	3,331	3,268	3,568	4,627	3,641	3,475	23,032	-	**61,015**	20,191	(40,824)
3311	Medicare	6,897	6,939	6,774	6,670	6,688	6,894	6,645	7,458	9,715	7,677	7,599	46,886	-	**126,842**	85,801	(41,041)
3401	Health and Welfare	52,549	55,257	79,016	62,776	56,273	98,946	84,507	71,864	74,305	72,473	76,276	73,940	-	**858,182**	723,928	(134,254)
3501	State Unemployment	99	383	41	53	28	5,564	3,404	694	694	395	309	823	-	**12,487**	105,486	92,999
3601	Workers' Compensation	24,827	(6,514)	-	-	-	24,543	-	17,418	4,794	2,392	2,490	-	-	**69,950**	82,842	12,892
3901	Other Benefits	16,344	16,130	15,970	15,765	16,917	16,302	16,226	18,007	23,298	18,503	19,774	110,092	-	**303,328**	14,655	(288,673)
		185,952	157,659	185,068	167,331	146,094	236,506	193,537	207,892	232,516	195,834	334,231	355,973	-	**2,598,593**	**2,100,902**	**(497,691)**
Books and Supplies																	
4100	Textbooks and Core Curricula	356,430	35,398	14,694	4,932	2,171	1,506	21,925	4,516	7,639	358	432	89,480	-	**539,481**	670,578	131,097
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	2,733	2,733
4302	School Supplies	18,424	-	-	107	2,533	199	2,346	2,692	3	2,267	648	(1,404)	-	**27,815**	149,094	121,279
4305	Software	196,585	8,895	19,830	34,155	(4,593)	199,634	17,470	6,917	1,811	3,548	(124,242)	6,126	-	**366,136**	563,662	197,526
4310	Office Expense	-	575	1,338	865	166	14	185	1,891	2,383	896	357	553	-	**9,223**	37,134	27,911
4311	Business Meals	226	161	1,000	135	91	-	133	447	1,014	283	604	953	-	**5,047**	9,456	4,409
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	72,529	-	5,288	25	-	1,427	-	-	40,594	15,824	234,990	(230,663)	-	**140,014**	241,357	101,343
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		644,194	45,029	42,150	40,219	368	202,780	42,059	16,463	53,444	23,176	112,789	(134,955)	-	**1,087,716**	**1,674,015**	**586,299**

FY25-26 CalOps Central Valley

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1048.99

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	3,981	14,123	4,584	44,651	144,861	87,564	163,799	200,691	84,812	250,136	317,349	101,602	**1,418,153**	1,287,911	(130,241)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,402	1,402
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	51	40	-	67	52	27	-	45	14	-	-	-	**296**	444	148
5106	Other Educational Consultants	-	-	66	-	66	-	-	73	-	-	-	-	-	**205**	34,165	33,960
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	4,032	14,229	4,584	44,784	144,913	87,591	163,872	200,736	84,826	250,136	317,349	101,602	**1,418,654**	**1,323,923**	**(94,731)**
Operations and Housekeeping																	
5201	Auto and Travel	4,781	7,571	5,942	2,071	1,812	(203)	436	3,755	2,995	1,042	6,558	17,965	-	**54,725**	116,374	61,649
5300	Dues & Memberships	31,093	(7,121)	775	1,456	-	-	-	45	-	49	1	42	-	**26,340**	106,845	80,505
5400	Insurance	2,767	1,937	1,105	7,867	4,084	5,997	2,145	2,379	2,379	2,379	540	2,477	-	**36,056**	35,297	(759)
5501	Utilities	-	-	-	-	-	-	-	-	-	89	-	-	-	**89**	1,138	1,049
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,688	3,688
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	324	324
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	18,219	219	1,745	5,710	6,890	6,841	4,645	8,367	16,653	46	7,549	17,772	-	**94,656**	130,451	35,795
5901	Postage and Shipping	-	7	19	25	-	69	3	-	20	14	11	45	-	**213**	6,146	5,933
		56,860	2,613	9,586	17,129	12,786	12,704	7,229	14,546	22,047	3,619	14,659	38,301	-	**212,079**	**400,262**	**188,183**
Facilities, Repairs and Other Leases																	
5601	Rent	4,007	3,998	4,107	4,106	4,106	4,106	4,107	4,205	4,484	4,560	4,747	39,876	-	**86,409**	58,619	(27,790)
5602	Additional Rent	323	336	336	440	233	18,677	879	439	379	380	395	496	-	**23,313**	47,137	23,824
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,051	3,051
5604	Other Leases	27,595	-	-	27,367	280	10,641	7,020	-	-	223	-	-	-	**73,126**	31,352	(41,774)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59,415	59,415
		31,925	4,334	4,443	31,913	4,619	33,424	12,006	4,644	4,863	5,163	5,142	40,372	-	**182,848**	**199,575**	**16,727**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	25,268	25,540	94	73,760	36,663	163,205	29,170	-	**353,700**	507,082	153,382
5802	Audit & Taxes	-	509	-	-	-	3,059	3,203	615	1,608	3,361	-	1,023	-	**13,378**	7,352	(6,026)
5803	Legal	-	1,335	2,703	5,051	6,435	7,725	239	10,434	82,745	8,643	(62,119)	2,856	-	**66,047**	109,589	43,542
5804	Professional Development	3,630	3,254	6,919	289	1,434	1,625	3,145	695	4,789	25,159	3,472	6,420	-	**60,831**	31,654	(29,177)
5805	General Consulting	1,317	1,956	26,738	2,391	3,503	2,634	733	8,760	5,075	5,247	69,858	10,132	-	**138,344**	32,718	(105,626)
5806	Special Activities/Field Trips	4,965	38	3,999	599	4,201	192	157	174	500	3,069	17,748	(13,334)	-	**22,308**	64,187	41,879
5807	Bank Charges	58	51	-	-	-	-	-	-	-	-	-	55	-	**164**	380	216
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	84	84
5809	Other taxes and fees	-	34	647	8	-	5	5	1,324	823	10	-	516	-	**3,372**	12,488	9,116
5810	Payroll Service Fee	-	-	27	27	-	-	-	-	-	-	-	-	-	**54**	1,830	1,776
5811	Back Office Service Fee	25,291	25,291	25,291	25,291	25,292	25,291	25,291	25,291	25,291	27,419	27,419	27,419	47,916	**357,793**	303,500	(54,293)
5812	District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	155,664	(718)	**154,946**	132,255	(22,691)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	314	1,569	2,613	2,613	2,613	-	5,226	3,628	3,698	3,218	3,218	7,038	-	**35,748**	25,354	(10,394)
5815	Public Relations/Recruitment	2,471	22,912	12,252	17,476	13,225	12,832	9,168	10,395	12,778	15,080	16,595	26,964	-	**172,148**	193,864	21,716
		38,046	56,949	81,189	53,745	56,703	78,631	72,707	61,410	211,067	127,869	239,396	253,923	47,198	**1,378,833**	**1,422,334**	**43,501**
Depreciation																	
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,888	4,888
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	**4,888**	**4,888**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**1,451,041**	**767,998**	**823,161**	**793,878**	**745,624**	**1,200,433**	**895,730**	**1,003,731**	**1,416,710**	**990,626**	**1,501,983**	**4,132,077**	**148,800**	**15,871,792**	**13,043,182**	**(2,828,609)**
Monthly Surplus (Deficit)		**(1,415,657)**	**(305,179)**	**(331,087)**	**812,503**	**101,261**	**(374,627)**	**870,427**	**(73,639)**	**(28,933)**	**1,485,409**	**794,286**	**631,876**	**(148,800)**	**2,017,840**	**2,131,820**	**(113,980)**
															11.3%		

FY25-26 CalOps Central Valley

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1048.99

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(1,415,657)	(305,179)	(331,087)	812,503	101,261	(374,627)	870,427	(73,639)	(28,933)	1,485,409	794,286	631,876	(148,800)	**2,017,840**
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	712,585	2,113,123	(432,874)	673,918	(884,037)	(897,779)	1,911,925	(869,469)	(373,126)	1,147,171	95,424	(5,057,724)	0	**(1,860,863)**
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	(3,643,302)	786,000	828,633	788,159	748,605	1,168,996	(36,879)	(2,742,832)	1,286,270	429,124	465,308	(3,917,069)	-	**(3,838,987)**
Prepaid Expenses	73,576	-	(21,802)	-	(6,135)	(30,115)	(3,574)	(7,945)	(27,104)	(11,529)	(19)	(45,196)	-	**(79,843)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(136,561)	(266)	-	-	(2)	-	2	-	22,008	(22,007)	-	278,657	148,800	**290,631**
Accrued Expenses	(200,160)	(163,726)	(109,775)	-	(3,114)	(2,613)	-	3,628	7,295	(7,706)	(3,218)	1,750,689	-	**1,271,300**
Other Liabilities												(562,486)	-	**(562,486)**
Deferred Revenue	-	18,869	6,631	(6,326)	37,196	191,012	50,654	(7,388)	4,490	82,865	6,033	(29,619)	-	**354,417**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	30,395	-	**30,395**
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	(4,609,519)	2,448,821	(60,274)	2,268,254	(6,226)	54,874	2,792,555	(3,697,645)	890,900	3,103,327	1,357,814	(6,920,477)		
Cash, Beginning of Month	6,995,218	2,385,699	4,834,520	4,774,246	7,042,500	7,036,274	7,091,148	9,883,703	6,186,058	7,076,958	10,180,285	11,538,099		
Cash, End of Month	**2,385,699**	**4,834,520**	**4,774,246**	**7,042,500**	**7,036,274**	**7,091,148**	**9,883,703**	**6,186,058**	**7,076,958**	**10,180,285**	**11,538,099**	**4,617,622**		

Original Budget Total	Favorable / (Unfav.)
Cert.	Instr.
70.3%	76.6%
5,411,710	(613,749)

Pupil:Teacher Ratio
20.67 :1

FY25-26 CalOps Northern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1768.76

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA =	1827.70
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	656,274	656,274	1,181,293	1,181,293	1,181,294	1,181,294	1,181,293	1,445,339	1,445,338	1,445,338	(105,898)	-	**11,449,132**	19,829,109	(8,379,977)
8011	LCFF State Aid	-	656,274	656,274	1,181,293	1,181,293	1,181,294	1,181,294	1,181,293	1,445,339	1,445,338	1,445,338	(105,898)	-	**11,449,132**	19,829,109	(8,379,977)
8012	Education Protection Account	-	-	-	1,036,482	-	-	1,036,482	-	-	1,514,621	-	4,954,636	-	**8,542,221**	365,540	8,176,681
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	(19,646)	(19,646)	(19,646)	52,096	-	**(6,842)**	-	(6,842)
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	3,470,838	-	**3,470,838**	3,577,156	(106,318)
		-	656,274	656,274	2,217,775	1,181,293	1,181,294	2,217,776	1,181,293	1,425,693	2,940,313	1,425,692	8,371,672	-	**23,455,349**	**23,771,805**	**(316,456)**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	242,613	-	**242,613**	209,132	33,481
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	19,504	-	**19,504**	-	19,504
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	73,498	-	-	227,748	-	-	12	-	404	-	**301,662**	329,178	(27,516)
8291	Title II, Part A - Teacher Quality	-	-	-	10,795	(10,795)	-	-	-	-	-	-	-	-	-	53,712	(53,712)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV	-	-	-	-	6,011	-	6,111	-	-	-	-	13,165	-	**25,287**	21,632	3,655
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	96	-	-	-	-	54,493	-	**54,589**	-	54,589
		-	-	-	84,293	(4,784)	-	233,955	-	-	12	-	330,179	-	**643,655**	**613,654**	**30,001**
Other State Revenue																	
8311	State Special Education	76,479	79,182	142,528	142,528	142,528	-	285,056	142,528	142,528	142,528	142,528	184,474	-	**1,622,887**	1,547,228	75,659
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	61,052	-	-	-	-	-	-	-	**61,052**	54,423	6,629
8560	State Lottery	-	-	-	-	-	-	130,814	-	-	136,165	-	256,008	-	**522,987**	498,962	24,025
8598	Prior Year Revenue	-	-	-	34,496	4,464	-	(34,022)	-	-	-	-	-	-	**4,938**	-	4,938
8599	Other State Revenue	-	6,514	6,514	48,085	21,840	21,809	22,041	25,138	27,300	17,799	14,175	823,625	-	**1,034,840**	1,040,400	(5,560)
		76,479	85,696	149,042	225,109	168,832	82,861	403,889	167,666	169,828	296,492	156,703	1,264,107	-	**3,246,704**	**3,141,013**	**105,691**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	-	-	-	12,079	-	-	-	11,304	-	-	18	-	**23,401**	46,651	(23,250)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	1,410,034	(1,410,034)	-	-	5,268	(5,268)
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	12,079	-	-	-	11,304	-	1,410,034	(1,410,016)	-	**23,401**	**51,919**	**(28,518)**
Total Revenue		**76,479**	**741,970**	**805,316**	**2,527,177**	**1,357,420**	**1,264,155**	**2,855,620**	**1,348,959**	**1,606,825**	**3,236,817**	**2,992,429**	**8,555,942**	**-**	**27,369,109**	**27,578,390**	**(209,281)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	750,438	757,327	734,749	724,041	730,638	733,398	713,958	704,134	710,094	707,164	700,534	426,888	-	**8,393,363**	8,751,406	358,043
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	11,579	11,756	11,880	12,382	19,974	27,895	29,207	31,313	299,706	33,145	22,241	1,664,385		**2,175,463**	407,961	(1,767,502)
1200	Pupil Support Salaries	95,498	92,164	93,068	92,781	86,537	92,711	89,896	84,252	87,829	84,276	80,073	605,888	-	**1,584,973**	1,145,467	(439,506)
1300	Administrators' Salaries	79,539	79,538	79,512	75,549	73,968	75,132	77,223	77,394	74,599	76,201	70,125	129,277	-	**968,057**	878,403	(89,654)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		937,054	940,785	919,209	904,753	911,117	929,136	910,284	897,093	1,172,228	900,786	872,973	2,826,438	-	**13,121,856**	**11,183,237**	**(1,938,619)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	2,689	2,690	2,690	2,689	2,689	2,689	2,690	2,640	2,640	2,634	2,627	2,901	-	**32,268**	49,082	16,814
2300	Classified Administrators' Salaries	16,136	18,615	18,615	18,615	18,615	19,711	18,615	18,275	18,275	18,233	18,527	32,085	-	**234,317**	355,854	121,537
2400	Clerical and Office Staff Salaries	27,809	28,155	28,057	27,447	23,857	26,948	25,245	24,658	26,401	26,205	25,273	36,828	-	**326,883**	246,398	(80,485)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		46,634	49,460	49,362	48,751	45,161	49,348	46,550	45,573	47,316	47,072	46,427	71,814	-	**593,468**	**651,334**	**57,866**
Benefits																	
3101	STRS	163,062	163,702	159,245	156,841	125,947	161,119	158,253	156,638	202,812	156,323	377,966	159,249	-	**2,141,157**	2,135,998	(5,159)

FY25-26 CalOps Northern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1768.76

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	6,639	6,449	6,533	6,547	5,830	6,632	6,505	6,288	8,155	6,278	5,855	20,777	-	**92,488**	40,383	(52,105)
3311	Medicare	13,733	13,814	13,487	13,281	13,315	13,723	13,230	13,144	17,120	13,227	12,805	41,386	-	**192,265**	171,601	(20,664)
3401	Health and Welfare	104,116	107,419	157,317	124,985	112,037	196,996	168,247	126,754	130,961	128,574	128,563	127,271	-	**1,613,240**	1,447,856	(165,384)
3501	State Unemployment	195	763	82	104	57	11,078	6,777	1,223	1,223	683	520	931	-	**23,636**	105,552	81,916
3601	Workers' Compensation	49,430	(12,969)	-	-	-	48,864	-	30,696	8,448	4,215	4,196	-	-	**132,880**	165,684	32,804
3901	Other Benefits	32,540	32,114	31,795	31,387	33,679	32,455	32,305	31,734	41,059	31,874	33,319	98,013	-	**462,274**	29,310	(432,964)
		369,715	311,292	368,459	333,145	290,865	470,867	385,317	366,477	409,778	341,174	563,224	447,627	-	**4,657,940**	**4,096,383**	**(561,557)**
Books and Supplies																	
4100	Textbooks and Core Curricula	709,619	70,475	29,254	9,820	4,322	2,999	43,647	7,956	13,460	629	729	150,776	-	**1,043,686**	1,341,157	297,471
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	5,466	5,466
4302	School Supplies	36,813	-	992	78	4,283	372	4,721	70	36	4,030	3,121	1,863		**56,379**	298,188	241,809
4305	Software	392,939	17,708	39,484	68,000	(9,145)	397,454	34,784	12,191	3,192	6,255	(247,991)	9,269	-	**724,140**	1,127,325	403,185
4310	Office Expense	-	1,546	3,190	2,320	475	156	442	3,582	4,627	2,142	507	1,889	-	**20,876**	74,267	53,391
4311	Business Meals	477	916	2,090	1,046	3,685	22	24	664	2,028	472	3,801	1,998	-	**17,223**	18,912	1,689
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	144,398	-	10,528	50	-	2,843	-	-	71,539	27,970	395,966	(393,886)		**259,408**	482,714	223,306
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		1,284,246	90,645	85,538	81,314	3,620	403,846	83,618	24,463	94,882	41,498	156,133	(228,091)	-	**2,121,712**	**3,348,029**	**1,226,317**

FY25-26 CalOps Northern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1768.76

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	20,089	22,152	12,853	91,071	305,773	183,350	353,689	145,185	337,780	390,869	460,420	63,934	**2,387,165**	2,575,823	188,658
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,804	2,804
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	103	78	-	133	104	55	-	78	135	-	253	-	**939**	889	(50)
5106	Other Educational Consultants	-	-	131	-	132	-	-	129	-	-	-	-		**392**	68,330	67,938
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	20,192	22,361	12,853	91,336	305,877	183,405	353,818	145,263	337,915	390,869	460,673	63,934	**2,388,496**	**2,647,846**	**259,350**
Operations and Housekeeping																	
5201	Auto and Travel	9,077	10,700	8,291	8,194	5,434	82	868	5,794	7,460	3,935	12,313	22,828	-	**94,976**	232,747	137,771
5300	Dues & Memberships	62,792	(14,176)	1,542	1,640	-	-	-	80	-	86	236	9,683	-	**61,883**	213,690	151,807
5400	Insurance	5,509	3,855	2,200	15,661	8,131	11,939	4,271	4,193	4,193	4,193	319	4,173	-	**68,637**	70,594	1,957
5501	Utilities	459	500	447	336	233	279	663	871	632	466	265	400	-	**5,551**	2,276	(3,275)
5502	Janitorial Services	-	2,265	533	533	533	533	533	533	533	533	-	533	-	**7,062**	7,375	313
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	647	647
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	36,272	1,521	4,978	13,082	14,802	14,894	10,631	16,043	30,642	1,388	13,456	32,316	-	**190,025**	260,902	70,877
5901	Postage and Shipping	1,097	14	(979)	69	145	290	20	-	75	24	19	75	-	**849**	12,292	11,443
		115,206	4,679	17,012	39,515	29,278	28,017	16,986	27,514	43,535	10,625	26,608	70,008	-	**428,983**	**800,523**	**371,540**
Facilities, Repairs and Other Leases																	
5601	Rent	7,944	7,960	8,176	8,176	8,176	8,175	8,176	8,143	7,902	8,037	7,999	19,741	-	**108,605**	117,238	8,633
5602	Additional Rent	644	670	669	644	695	37,185	1,751	644	668	668	665	756	-	**45,659**	94,275	48,616
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,102	6,102
5604	Other Leases	54,715	-	-	55,674	122	21,184	19,404	12,993	-	106	-	300	-	**164,498**	62,705	(101,793)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	1,250	(1,250)	-	-	-	76	-	-	755	-	533	-	-	**1,364**	118,830	117,466
		64,553	7,380	8,845	64,494	8,993	66,620	29,331	21,780	9,325	8,811	9,197	20,797	-	**320,126**	**399,149**	**79,023**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	50,305	50,847	165	129,988	64,612	313,647	49,153	-	**658,717**	1,014,163	355,446
5802	Audit & Taxes	-	1,012	-	-	-	6,090	6,377	1,083	2,833	5,922	-	1,723	-	**25,040**	14,704	(10,336)
5803	Legal	-	2,946	6,640	9,663	12,181	14,673	1,345	18,664	146,019	12,558	(106,510)	4,888	-	**123,067**	219,177	96,110
5804	Professional Development	7,208	6,479	13,328	575	2,855	3,235	6,262	1,224	8,440	49,932	5,837	9,916	-	**115,291**	63,307	(51,984)
5805	General Consulting	2,621	3,893	53,233	4,760	6,974	5,243	1,459	15,439	8,945	9,247	117,714	17,074	-	**246,602**	65,435	(181,167)
5806	Special Activities/Field Trips	4,507	77	25,520	1,193	(551)	11,843	16	6	19,838	17,448	29,760	(22,591)	-	**87,066**	128,373	41,307
5807	Bank Charges	124	4	-	-	-	86	95	110	119	99	-	98	-	**735**	759	24
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	168	168
5809	Other taxes and fees	-	68	1,288	15	-	10	11	2,333	1,450	17	-	870	-	**6,062**	24,975	18,913
5810	Payroll Service Fee	-	-	55	55	-	-	-	-	-	-	-	-	-	**110**	3,660	3,550
5811	Back Office Service Fee	46,060	46,060	46,060	46,060	46,060	46,060	46,060	46,060	46,060	41,020	41,020	41,020	9,782	**547,382**	551,568	4,186
5812	District Oversight Fee	-	-	-	-	-	206,796	-	-	-	-	-	48,966	(1,209)	**254,553**	237,718	(16,835)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	614	3,317	5,557	5,557	5,557	-	11,114	5,611	5,755	5,010	5,010	9,036	-	**62,138**	52,691	(9,447)
5815	Public Relations/Recruitment	4,919	56,406	41,052	34,792	26,330	25,547	18,359	18,320	22,309	27,273	27,964	43,302	-	**346,573**	387,728	41,155
		66,053	120,262	192,733	102,670	99,406	369,888	141,945	109,015	391,756	233,138	434,442	203,455	8,574	**2,473,337**	**2,764,427**	**291,090**
Depreciation																	
6900	Depreciation Expense	4,670	4,670	4,671	4,670	4,671	4,671	4,671	-	-	-	-	-	-	**32,694**	9,776	(22,918)
		4,670	4,670	4,671	4,670	4,671	4,671	4,671	-	-	-	-	-	-	**32,694**	**9,776**	**(22,918)**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**2,888,131**	**1,549,365**	**1,668,190**	**1,592,165**	**1,484,447**	**2,628,270**	**1,802,107**	**1,845,733**	**2,314,083**	**1,921,019**	**2,499,873**	**3,872,721**	**72,508**	**26,138,612**	**25,900,704**	**(237,907)**
Monthly Surplus (Deficit)		**(2,811,652)**	**(807,395)**	**(862,874)**	**935,012**	**(127,027)**	**(1,364,115)**	**1,053,513**	**(496,774)**	**(707,258)**	**1,315,798**	**492,556**	**4,683,221**	**(72,508)**	**1,230,497**	**1,677,686**	**(447,189)**
															4.5%		

FY25-26 CalOps Northern California

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 1768.76

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(2,811,652)	(807,395)	(862,874)	935,012	(127,027)	(1,364,115)	1,053,513	(496,774)	(707,258)	1,315,798	492,556	4,683,221	(72,508)	**1,230,497**		
Cash flows from operating activities																
Depreciation/Amortization	4,670	4,670	4,671	4,670	4,671	4,671	4,671	-	-	-	-	-	-	**32,694**		
Public Funding Receivables	3,700,321	339,409	-	179,761	(127,871)	3,027,730	21,249	(142,528)	142,528	(142,528)	142,528	(9,310,971)	-	**(2,170,372)**		
Grants and Contributions Rec.	2,626	-	-	-	-	-	-	-	-	-	-	-	-	**2,626**		
Due To/From Related Parties	(4,791,592)	1,583,093	(318,742)	203,624	116,370	2,357,256	289,363	(3,157,132)	909,533	386,472	799,465	(321,339)	-	**(1,943,629)**		
Prepaid Expenses	147,477	-	(43,405)	-	(12,214)	(59,956)	(7,116)	(13,906)	(47,766)	(20,317)	4	(80,049)	-	**(137,248)**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(233,083)	(518)	(1,734)	533	179	-	5	-	43,048	(43,048)	(85)	392,352	72,508	**230,157**		
Accrued Expenses	(9,756)	(283,883)	(40,364)	(72,655)	(82,259)	(78,212)	(57,712)	(67,044)	(78,265)	(77,157)	(77,664)	1,598,610	-	**673,639**		
Other Liabilities												(786,273)	-	**(786,273)**		
Deferred Revenue	-	36,749	12,588	27,365	383,817	91,155	12,344	15,639	129,728	19,071	22,695	(77,751)	-	**673,400**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	79,786	-	**79,786**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(3,990,989)	872,125	(1,249,860)	1,278,310	155,666	3,978,529	1,316,317	(3,861,745)	391,548	1,438,291	1,379,499	(3,822,414)				
Cash, Beginning of Month	6,372,509	2,381,519	3,253,645	2,003,785	3,282,095	3,437,761	7,416,290	8,732,607	4,870,862	5,262,410	6,700,701	8,080,200				
Cash, End of Month	**2,381,519**	**3,253,645**	**2,003,785**	**3,282,095**	**3,437,761**	**7,416,290**	**8,732,607**	**4,870,862**	**5,262,410**	**6,700,701**	**8,080,200**	**4,257,786**				

Cert.	Instr.
72.8%	81.0%
8,980,049	279,765

Pupil:Teacher Ratio
20.67 :1

FY25-26 CalOps North Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: 6/30/2026

ADA = 200.51

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 173.46	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	62,275	62,275	112,095	112,095	112,095	112,095	112,095	191,729	191,729	191,729	430,381	-	**1,690,593**	1,400,052	290,541
8011	LCFF State Aid	-	62,275	62,275	112,095	112,095	112,095	112,095	112,095	191,729	191,729	191,729	430,381	-	**1,690,593**	1,400,052	290,541
8012	Education Protection Account	-	-	-	7,662	-	-	7,662	-	-	13,750	-	11,028	-	**40,102**	34,692	5,410
8019	State Aid - Prior Year	-	-	(4,730)	-	-	-	42,282	-	946	946	946	1,892	-	**42,282**	-	42,282
8096	In Lieu of Property Taxes	-	-	45,151	90,302	60,201	60,201	60,201	60,201	60,201	174,880	87,440	299,629	-	**998,407**	861,073	137,334
		-	62,275	102,696	210,059	172,296	172,296	222,240	172,296	252,876	381,305	280,115	742,930	-	**2,771,384**	**2,295,817**	**475,567**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	23,183	(0)	**23,183**	19,818	3,364
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	1,947	-	**1,947**	-	1,947
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	8,858	-	-	27,447	-	-	-	-	-	-	**36,305**	37,552	(1,247)
8291	Title II, Part A - Teacher Quality	-	-	-	1,101	(1,101)	-	-	-	-	-	-	260	-	**260**	5,297	(5,037)
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV	-	-	-	-	2,500	-	-	-	-	-	-	7,500	-	**10,000**	12,128	(2,128)
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	5,399	-	**5,399**	-	5,399
		-	-	-	9,959	1,399	-	27,447	-	-	-	-	38,288	(0)	**77,093**	**74,796**	**2,297**
Other State Revenue																	
8311	State Special Education	7,241	7,498	13,496	13,496	13,496	-	26,992	19,109	19,109	19,109	19,109	25,319	-	**183,974**	140,554	43,420
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	6,132	-	-	-	-	-	-	-	**6,132**	5,607	525
8560	State Lottery	-	-	-	-	-	-	13,431	-	-	-	13,980	31,875	-	**59,287**	47,355	11,932
8598	Prior Year Revenue	-	-	-	-	1,405	335	(49)	-	-	-	-	-	-	**1,691**	-	1,691
8599	Other State Revenue	-	651	651	4,657	2,140	2,137	2,159	2,660	3,384	3,005	2,977	149,870	-	**174,291**	172,507	1,783
		7,241	8,149	14,147	18,153	17,041	8,604	42,533	21,769	22,493	22,114	36,067	207,064	-	**425,374**	**366,023**	**59,351**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	10	4	1,477	4	6	8	1,120	7	8	10	2,263	14	-	**4,932**	1,238	3,695
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	158,135	(158,135)	-	-	495	(495)
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		10	4	1,477	4	6	8	1,120	7	8	10	160,398	(158,121)	-	**4,932**	**1,732**	**3,200**
Total Revenue		**7,251**	**70,428**	**118,320**	**238,175**	**190,741**	**180,908**	**293,340**	**194,072**	**275,377**	**403,429**	**476,579**	**830,162**	**(0)**	**3,278,784**	**2,738,368**	**540,415**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	71,955	72,624	70,459	69,432	70,055	70,329	68,465	81,880	82,579	80,778	78,565	54,151	-	**871,272**	829,331	(41,942)
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	1,112	1,129	1,141	1,189	1,917	2,677	2,802	3,639	34,848	3,765	2,494	447,101	-	**503,812**	38,661	(465,152)
1200	Pupil Support Salaries	9,158	8,838	8,925	8,897	8,299	8,891	8,621	9,797	10,213	9,627	8,980	64,061	-	**164,307**	108,551	(55,756)
1300	Administrators' Salaries	7,627	7,627	7,625	7,245	7,093	7,205	7,405	8,999	8,674	8,720	7,864	14,844	-	**100,929**	83,242	(17,687)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	$0.00	-	-	-
		89,852	90,218	88,149	86,763	87,363	89,101	87,293	104,315	136,315	102,890	97,904	580,157	-	**1,640,321**	**1,059,784**	**(580,536)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	258	258	258	258	258	258	258	307	307	301	295	331	-	**3,346**	4,651	1,305
2300	Classified Administrators' Salaries	1,547	1,785	1,785	1,785	1,785	1,890	1,785	2,125	2,125	2,083	2,078	3,683	-	**24,457**	33,723	9,266
2400	Clerical and Office Staff Salaries	2,667	2,700	2,691	2,632	2,288	2,584	2,421	2,867	3,070	2,993	2,834	4,221	-	**33,968**	23,350	(10,618)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	$0.00	-	-	-
		4,472	4,743	4,734	4,675	4,331	4,732	4,464	5,299	5,502	5,377	5,207	8,235	-	**61,770**	**61,724**	**(47)**
Benefits																	
3101	STRS	15,636	15,699	15,271	15,041	12,078	15,451	15,175	18,214	23,583	17,852	42,389	18,163	-	**224,553**	202,419	(22,134)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FY25-26 CalOps North Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = **200.51**

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3301	OASDI	637	618	627	628	559	636	624	731	948	717	657	4,152	-	**11,534**	3,827	(7,707)
3311	Medicare	1,317	1,325	1,293	1,274	1,277	1,316	1,268	1,529	1,991	1,511	1,436	8,460	-	**23,995**	16,262	(7,733)
3401	Health and Welfare	10,133	11,073	15,082	11,982	10,740	18,887	16,130	14,724	15,230	15,025	14,416	14,199	-	**167,619**	137,207	(30,413)
3501	State Unemployment	19	73	8	10	5	1,062	650	142	142	78	58	151	-	**2,400**	33,024	30,625
3601	Workers' Compensation	4,740	(1,244)	-	-	-	4,686	-	3,569	982	490	471	-	-	**13,694**	15,701	2,007
3901	Other Benefits	3,121	3,080	3,049	3,010	3,230	3,112	3,098	3,690	4,774	3,640	3,737	19,860	-	**57,402**	2,778	(54,624)
		35,602	30,624	35,330	31,944	27,890	45,150	36,946	42,599	47,651	39,314	63,164	64,985	-	**501,196**	**411,217**	**(89,979)**
Books and Supplies																	
4100	Textbooks and Core Curricula	68,046	6,757	2,804	942	414	287	4,183	923	1,565	73	82	16,910	-	**102,985**	127,095	24,110
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	518	518
4302	School Supplies	3,366	-	-	4	18	31	427	1	1	456	113	199	-	**4,617**	28,258	23,641
4305	Software	38,059	1,698	3,785	6,520	(877)	38,112	3,337	1,420	371	727	(23,723)	1,665	-	**71,094**	106,831	35,737
4310	Office Expense	-	112	257	162	32	3	35	388	488	184	60	105	-	**1,825**	7,038	5,213
4311	Business Meals	45	63	180	166	17	-	2	24	487	70	318	163	-	**1,535**	1,792	257
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	13,846	-	1,010	5	-	273	-	-	8,319	3,243	44,407	(44,314)	-	**26,788**	45,745	18,957
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		123,362	8,630	8,036	7,798	(396)	38,705	7,986	2,756	11,231	4,753	21,257	(25,274)	-	**208,844**	**317,277**	**108,433**

FY25-26 CalOps North Bay

Monthly Cash Flow/Forecast FY25-26

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ADA = 200.51

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	1,267	1,424	545	7,230	34,937	28,550	45,987	29,068	23,337	38,756	49,453	10,655	**271,210**	244,099	(27,111)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	266	266
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	10	7	-	13	10	5	-	9	3	-	-	-	**57**	84	27
5106	Other Educational Consultants	-	-	13	-	13	-	-	15	-	-	-	-	-	**40**	6,475	6,435
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	1,277	1,445	545	7,255	34,947	28,555	46,002	29,077	23,340	38,756	49,453	10,655	**271,307**	**250,924**	**(20,383)**
Operations and Housekeeping																	
5201	Auto and Travel	854	754	798	816	329	(52)	83	945	574	136	2,354	1,842	-	**9,434**	22,056	12,623
5300	Dues & Memberships	6,136	(1,359)	148	1,306	-	-	-	9	-	10	0	8	-	**6,258**	20,250	13,993
5400	Insurance	528	370	211	1,502	780	1,145	410	488	488	488	98	468	-	**6,974**	6,690	(284)
5501	Utilities	-	-	-	-	-	-	-	-	-	18	-	-	-	**18**	216	197
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	699	699
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	61	61
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	3,478	42	333	1,090	1,315	1,303	868	1,714	3,412	10	1,411	3,358	-	**18,335**	24,724	6,389
5901	Postage and Shipping	-	1	4	5	-	-	1	-	4	3	2	8	-	**28**	1,165	1,137
		10,997	(192)	1,494	4,718	2,424	2,395	1,361	3,156	4,478	664	3,865	5,684	-	**41,046**	**75,862**	**34,816**
Facilities, Repairs and Other Leases																	
5601	Rent	771	763	784	784	784	784	784	817	919	934	897	9,679	-	**18,701**	11,110	(7,591)
5602	Additional Rent	62	64	64	62	67	3,566	168	62	78	78	75	72	-	**4,416**	8,934	4,518
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	578	578
5604	Other Leases	5,190	-	-	5,181	-	2,031	1,340	-	-	12	-	-	-	**13,754**	5,942	(7,812)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,261	11,261
		6,023	827	848	6,027	851	6,381	2,292	878	997	1,024	972	9,751	-	**36,871**	**37,826**	**955**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	4,824	4,876	19	15,115	7,513	31,086	5,512	-	**68,945**	96,108	27,163
5802	Audit & Taxes	-	97	-	-	-	584	612	126	329	689	-	193	-	**2,630**	1,393	(1,236)
5803	Legal	-	255	516	911	1,168	1,407	46	2,138	16,917	1,367	(12,005)	540	-	**13,260**	20,770	7,510
5804	Professional Development	697	621	1,278	55	274	310	600	142	997	5,678	654	1,093	-	**12,400**	5,999	(6,400)
5805	General Consulting	251	373	5,105	456	669	503	140	1,795	1,040	1,075	13,202	1,915	-	**26,524**	6,201	(20,323)
5806	Special Activities/Field Trips	457	7	129	114	(53)	37	2	1	102	508	3,354	(2,545)	-	**2,114**	12,165	10,052
5807	Bank Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	72
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	16
5809	Other taxes and fees	-	6	124	1	-	1	1	271	169	2	-	98	-	**673**	2,367	1,694
5810	Payroll Service Fee	-	-	5	5	-	-	-	-	-	-	-	-	-	**11**	347	336
5811	Back Office Service Fee	4,577	4,577	4,577	4,577	4,577	4,577	4,577	4,577	4,577	5,252	5,252	5,252	8,626	**65,576**	54,767	(10,808)
5812	District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	27,419	295	**27,714**	22,958	(4,756)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	61	317	530	530	530	-	1,060	731	745	644	644	1,093	-	**6,885**	4,811	(2,074)
5815	Public Relations/Recruitment	472	4,374	2,167	3,336	2,525	2,450	1,750	2,130	2,594	3,090	3,136	5,006	-	**33,031**	36,743	3,713
		6,515	10,628	14,431	9,987	9,690	14,692	13,663	11,931	42,585	25,818	45,322	45,576	8,921	**259,761**	**264,719**	**4,958**
Depreciation																	
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	926	926
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	**926**	**926**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**276,823**	**146,756**	**154,466**	**152,457**	**139,407**	**236,104**	**182,560**	**216,936**	**277,835**	**203,181**	**276,446**	**738,568**	**19,577**	**3,021,117**	**2,480,260**	**(540,857)**
Monthly Surplus (Deficit)		**(269,571)**	**(76,328)**	**(36,146)**	**85,718**	**51,334**	**(55,196)**	**110,780**	**(22,864)**	**(2,459)**	**200,248**	**200,133**	**91,594**	**(19,577)**	**257,667**	**258,109**	**(442)**
															7.9%		

FY25-26 CalOps North Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 200.51

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(269,571)	(76,328)	(36,146)	85,718	51,334	(55,196)	110,780	(22,864)	(2,459)	200,248	200,133	91,594	(19,577)	**257,667**
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	64,672	353,133	-	15,621	2,116	(177,738)	179,569	(192,575)	206,044	(19,109)	19,109	(554,913)	0	**(104,071)**
Grants and Contributions Rec.	-	-	-	-	-	-		-		-	-	-	-	-
Due To/From Related Parties	(22,305)	149,025	(469,238)	150,238	142,472	234,371	162,248	(566,079)	258,296	203,277	96,335	(520,071)	-	**(181,431)**
Prepaid Expenses	13,923	-	(4,162)	-	(1,171)	(5,749)	(683)	(1,634)	(5,554)	(2,363)	4	(8,558)	-	**(15,947)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(31,282)	(53)	-	-	(1)	-	1	-	7,827	(7,827)	-	35,285	19,577	**23,527**
Accrued Expenses	(209)	(18,193)	(19,816)	-	(2,169)	(530)	86	731	(817)	644	(644)	305,959	-	**265,042**
Other Liabilities												(151,974)	-	**(151,974)**
Deferred Revenue	-	3,517	1,230	12,778	38,329	10,334	1,226	(1,490)	15,455	1,070	1,098	(7,405)	-	**76,142**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	7,599	-	**7,599**
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	(244,772)	411,101	(528,132)	264,355	230,910	5,492	453,227	(783,911)	478,792	375,940	316,035	(802,484)		
Cash, Beginning of Month	1,732,942	1,488,170	1,899,271	1,371,139	1,635,494	1,866,404	1,871,896	2,325,123	1,541,212	2,020,005	2,395,945	2,711,980		
Cash, End of Month	**1,488,170**	**1,899,271**	**1,371,139**	**1,635,494**	**1,866,404**	**1,871,896**	**2,325,123**	**1,541,212**	**2,020,005**	**2,395,945**	**2,711,980**	**1,909,496**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
72.9%	79.4%
1,078,059	(18,567)

Pupil:Teacher Ratio
20.67 :1

FY25-26 CalOps Monterey Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 554.70

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 538.02	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-					-	-	-	-
	LCFF - Continuing Charters	-	130,325	130,325	234,586	234,586	234,586	234,586	234,586	296,957	296,957	296,957	735,030	-	**3,059,481**	3,050,425	9,056
8011	LCFF State Aid	-	130,325	130,325	234,586	234,586	234,586	234,586	234,586	296,957	296,957	296,957	735,030	-	**3,059,481**	3,050,425	9,056
8012	Education Protection Account	-	-	-	22,717	-	-	22,716	-	-	-	33,251	32,256	-	**110,940**	107,604	3,336
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	(29,161)	(29,162)	(29,162)	(58,479)	-	**(145,964)**	-	(145,964)
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	1,335,501	-	-	612,098	2,102,504	-	**4,050,103**	3,815,353	234,750
		-	130,325	130,325	257,303	234,586	234,586	257,302	1,570,087	267,796	267,795	913,144	2,811,311	-	**7,074,560**	**6,973,382**	**101,178**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	70,836	(0)	**70,836**	61,653	9,182
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	5,772	-	**5,772**	-	5,772
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	-	-	73,652	-	**73,652**	-	73,652
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	-	5,459	-	**5,459**	-	5,459
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV	-	-	-	-	-	-	-	-	-	-	-	10,000	-	**10,000**	-	10,000
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	10,514	-	**10,514**	-	10,514
		-	-	-	-	-	-	-	-	-	-	-	176,233	(0)	**176,233**	**61,653**	**114,579**
Other State Revenue																	
8311	State Special Education	24,803	25,669	46,205	46,205	46,205	-	92,410	46,204	46,204	46,204	46,204	47,280	-	**513,593**	498,407	15,186
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	18,686	-	-	-	-	-	-	-	**18,686**	17,579	1,107
8560	State Lottery	-	-	-	-	-	-	38,863	-	-	40,452	-	84,698	-	**164,013**	146,879	17,134
8598	Prior Year Revenue	-	-	-	20,388	2,876	1,546	(22,753)	-	-	-	-	-	-	**2,057**	-	2,057
8599	Other State Revenue	-	1,928	1,928	14,261	6,472	6,463	6,531	7,599	8,749	7,796	7,784	232,344	-	**301,855**	122,704	179,151
		24,803	27,597	48,133	80,854	55,553	26,695	115,051	53,803	54,953	94,452	53,988	364,322	-	**1,000,204**	**785,569**	**214,635**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	643	867	408	677	793	482	4,143	2,679	836	1,189	4,833	-	**17,550**	13,922	3,628
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	441,460	(441,460)	-	-	1,692	(1,692)
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	643	867	408	677	793	482	4,143	2,679	836	442,649	(436,627)	-	**17,550**	**15,614**	**1,936**
Total Revenue		**24,803**	**158,565**	**179,325**	**338,565**	**290,816**	**262,074**	**372,835**	**1,628,033**	**325,428**	**363,083**	**1,409,781**	**2,915,239**	**(0)**	**8,268,547**	**7,836,218**	**432,329**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	222,727	224,781	218,079	214,901	216,828	217,679	211,908	219,431	221,292	220,887	219,330	135,908	-	**2,543,751**	2,579,960	36,209
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	3,437	3,489	3,526	3,675	5,929	8,279	8,669	9,757	93,397	10,361	6,964	521,015	-	**678,498**	120,269	(558,229)
1200	Pupil Support Salaries	28,344	27,355	27,623	27,538	25,685	27,518	26,682	26,256	27,370	26,323	25,070	184,389	-	**480,153**	337,690	(142,463)
1300	Administrators' Salaries	23,608	23,607	23,600	22,423	21,954	22,299	22,920	24,118	23,247	23,797	21,955	40,032	-	**293,560**	258,958	(34,602)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		278,116	279,232	272,828	268,537	270,396	275,775	270,179	279,562	365,306	281,368	273,319	881,344	-	**3,995,962**	**3,296,876**	**(699,086)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	798	798	799	799	798	798	798	823	823	822	823	900	-	**9,779**	14,470	4,691
2300	Classified Administrators' Salaries	4,789	5,526	5,525	5,525	5,525	5,850	5,525	5,695	5,695	5,696	5,800	9,937	-	**71,088**	104,908	33,820
2400	Clerical and Office Staff Salaries	8,254	8,356	8,327	8,146	7,081	7,999	7,493	7,684	8,228	8,185	7,913	11,415	-	**99,081**	72,639	(26,442)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		13,841	14,680	14,651	14,470	13,404	14,647	13,816	14,202	14,746	14,703	14,536	22,252	-	**179,948**	**192,017**	**12,069**
Benefits																	
3101	STRS	48,398	48,588	47,265	46,552	37,382	47,821	46,970	48,814	63,202	48,830	118,336	49,471	-	**651,629**	629,703	(21,926)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FY25-26 CalOps Monterey Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 554.70

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3301	OASDI	1,971	1,914	1,939	1,943	1,731	1,969	1,931	1,959	2,541	1,961	1,834	6,475	-	**28,168**	11,905	(16,263)
3311	Medicare	4,076	4,100	4,004	3,942	3,952	4,073	3,927	4,096	5,336	4,132	4,008	12,904	-	**58,550**	50,589	(7,961)
3401	Health and Welfare	30,851	31,620	46,693	37,097	33,254	58,471	49,937	39,486	40,809	40,039	40,250	39,940	-	**488,447**	426,835	(61,612)
3501	State Unemployment	58	226	24	31	17	3,288	2,012	381	381	213	163	291	-	**7,085**	95,818	88,733
3601	Workers' Compensation	14,671	(3,849)	-	-	-	14,503	-	9,566	2,632	1,314	1,314	-	-	**40,151**	48,844	8,693
3901	Other Benefits	9,658	9,531	9,437	9,316	9,996	9,633	9,588	9,890	12,796	9,956	10,432	30,556	-	**140,789**	8,641	(132,148)
		109,683	92,130	109,362	98,881	86,332	139,758	114,365	114,192	127,697	106,445	176,337	139,637	-	**1,414,819**	**1,272,336**	**(142,483)**
Books and Supplies																	
4100	Textbooks and Core Curricula	210,618	20,918	8,683	2,914	1,283	890	12,954	2,479	4,194	196	228	47,207	-	**312,564**	395,380	82,816
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	1,612	1,612
4302	School Supplies	10,097	-	-	32	55	97	1,322	4	2	1,223	315	546	-	**13,693**	87,907	74,214
4305	Software	117,355	5,255	11,718	20,183	(2,714)	117,965	10,323	3,799	995	1,949	(73,548)	3,527	-	**216,807**	332,341	115,534
4310	Office Expense	-	340	791	501	98	9	110	1,039	1,308	492	168	292	-	**5,148**	21,894	16,746
4311	Business Meals	130	59	555	79	54	-	7	3	332	83	183	186	-	**1,671**	5,575	3,904
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	42,858	-	3,125	15	-	843	-	-	22,294	8,690	123,971	(123,388)	-	**78,408**	142,307	63,899
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		381,058	26,572	24,872	23,724	(1,224)	119,804	24,716	7,324	29,125	12,633	51,317	(71,630)	-	**628,291**	**987,016**	**358,725**

FY25-26 CalOps Monterey Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 554.70

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	10,288	10,364	927	24,677	116,851	63,230	134,538	82,685	70,743	122,559	172,296	53,351	**862,509**	759,366	(103,143)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	827	827
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	31	23	-	39	31	17	-	25	7	-	-	-	**173**	262	89
5106	Other Educational Consultants	-	-	39	-	39	-	-	40	-	-	-	-	-	**118**	20,144	20,026
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	10,319	10,426	927	24,755	116,882	63,247	134,578	82,710	70,750	122,559	172,296	53,351	**862,800**	**780,599**	**(82,201)**
Operations and Housekeeping																	
5201	Auto and Travel	2,485	1,185	2,018	133	1,193	(161)	258	550	1,434	429	1,876	2,506	-	**13,906**	68,615	54,709
5300	Dues & Memberships	18,956	(4,207)	458	1,380	-	-	-	25	-	27	-	22	-	**16,661**	62,997	46,336
5400	Insurance	1,635	1,144	653	4,648	2,414	3,543	1,267	1,306	1,306	1,306	163	1,307	-	**20,692**	20,811	119
5501	Utilities	-	-	-	-	-	-	-	-	-	49	-	-	-	**49**	671	622
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,174	2,174
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	191	191
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	10,766	130	1,031	3,374	4,071	4,031	2,780	4,596	9,146	26	3,815	9,372	-	**53,138**	76,915	23,777
5901	Postage and Shipping	-	4	12	15	-	-	2	-	11	7	6	23	-	**80**	3,624	3,544
		33,842	(1,744)	4,172	9,550	7,678	7,413	4,307	6,477	11,897	1,844	5,860	13,230	-	**104,526**	**235,998**	**131,472**
Facilities, Repairs and Other Leases																	
5601	Rent	2,354	2,363	2,426	2,426	2,426	2,426	2,427	2,443	2,462	2,505	2,504	28,851	-	**55,613**	34,562	(21,051)
5602	Additional Rent	191	198	199	191	206	11,037	520	191	209	208	208	200	-	**13,558**	27,793	14,235
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,799	1,799
5604	Other Leases	15,380	-	-	16,036	-	6,287	4,147	-	-	33	-	-	-	**41,883**	18,486	(23,397)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,032	35,032
		17,925	2,561	2,625	18,653	2,632	19,750	7,094	2,634	2,671	2,746	2,712	29,051	-	**111,054**	**117,671**	**6,617**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	14,931	15,091	51	40,507	20,135	94,104	15,389	-	**200,208**	298,981	98,773
5802	Audit & Taxes	-	300	-	-	-	1,807	1,893	338	883	1,845	-	540	-	**7,606**	4,335	(3,271)
5803	Legal	-	789	1,598	2,821	3,616	4,355	141	5,730	46,323	3,704	(33,514)	1,506	-	**37,069**	64,615	27,546
5804	Professional Development	2,138	1,923	3,956	171	847	960	1,859	382	2,630	12,769	1,828	3,015	-	**32,478**	18,663	(13,815)
5805	General Consulting	777	1,155	15,799	1,412	2,070	1,556	433	4,811	2,787	2,882	36,855	5,345	-	**75,882**	19,291	(56,591)
5806	Special Activities/Field Trips	1,329	23	401	355	(163)	114	5	2	275	1,629	9,363	(7,069)	-	**6,264**	37,845	31,581
5807	Bank Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	224	224
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49	49
5809	Other taxes and fees	-	20	383	4	-	3	3	727	452	6	-	272	-	**1,870**	7,363	5,493
5810	Payroll Service Fee	-	-	16	16	-	-	-	-	-	-	-	-	-	**32**	1,079	1,047
5811	Back Office Service Fee	13,089	13,089	13,089	13,089	13,089	13,089	13,089	13,089	13,089	12,771	12,771	12,771	9,257	**165,371**	156,724	(8,647)
5812	District Oversight Fee	-	-	-	-	-	-	-	63,357	-	-	-	21,205	-	**84,562**	69,734	(14,828)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	182	1,048	1,762	1,762	1,762	-	3,524	1,807	1,849	1,601	1,601	2,718	-	**19,616**	16,802	(2,814)
5815	Public Relations/Recruitment	1,461	13,539	6,708	10,327	7,815	7,583	5,417	5,709	6,952	8,281	8,755	13,276	-	**95,823**	114,304	18,481
		18,976	31,886	43,712	29,957	29,036	44,398	41,455	96,003	115,747	65,623	131,763	68,968	9,257	**726,781**	**810,008**	**83,227**
Depreciation																	
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,882	2,882
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	**2,882**	**2,882**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**853,441**	**455,636**	**482,648**	**464,699**	**433,009**	**738,427**	**539,179**	**654,972**	**749,899**	**556,112**	**778,403**	**1,255,148**	**62,608**	**8,024,181**	**7,695,404**	**(328,777)**
Monthly Surplus (Deficit)		**(828,638)**	**(297,071)**	**(303,323)**	**(126,134)**	**(142,193)**	**(476,353)**	**(166,344)**	**973,061**	**(424,471)**	**(193,029)**	**631,378**	**1,660,091**	**(62,608)**	**244,366**	**140,814**	**103,552**
															3.0%		

FY25-26 CalOps Monterey Bay

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 554.70

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(828,638)	(297,071)	(303,323)	(126,134)	(142,193)	(476,353)	(166,344)	973,061	(424,471)	(193,029)	631,378	1,660,091	(62,608)	**244,366**
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	115,268	357,945	-	93,352	(46,026)	46,205	5,852	214,280	284,260	(46,204)	46,204	(2,792,214)	0	**(1,721,078)**
Grants and Contributions Rec.	-	-	-	-	-	-	-	-		-	-	-	-	-
Due To/From Related Parties	853,658	483,855	(13,852)	461,127	440,834	728,516	501,833	(1,166,875)	692,782	555,067	265,093	(1,177,135)	-	**2,624,903**
Prepaid Expenses	42,817	-	(12,882)	-	(3,625)	(17,795)	(2,112)	(4,345)	(14,885)	(6,332)	-	(23,856)	-	**(43,015)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-		-	-
Accounts Payable	(163,282)	(152)	-	-	(1)	-	1	-	11,522	(11,522)	-	116,915	62,608	**16,089**
Accrued Expenses	(1,277)	(112,638)	-	-	(10,607)	(1,762)	6,547	1,807	(1,807)	(4,946)	(1,601)	60,384	-	**(65,900)**
Other Liabilities												(312,605)	-	**(312,605)**
Deferred Revenue	-	10,772	3,497	(4,498)	123,117	18,847	3,232	(4,130)	45,700	3,168	3,179	(22,215)	-	**180,669**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	22,796	-	**22,796**
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	18,546	442,711	(326,560)	423,847	361,499	297,658	349,009	13,798	593,101	296,202	944,253	(2,467,839)		
Cash, Beginning of Month	1,024,778	1,043,324	1,486,035	1,159,475	1,583,322	1,944,821	2,242,479	2,591,488	2,605,286	3,198,387	3,494,589	4,438,842		
Cash, End of Month	**1,043,324**	**1,486,035**	**1,159,475**	**1,583,322**	**1,944,821**	**2,242,479**	**2,591,488**	**2,605,286**	**3,198,387**	**3,494,589**	**4,438,842**	**1,971,003**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
75.0%	82.8%
2,893,476	232,297

Pupil:Teacher Ratio
20.67 :1

FY25-26 CalOps Central Coast

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 184.14

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
LCFF State Aid		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
New School/New Grade Apportionment		0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a			
In Lieu of Property Taxes		0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%			
New School In Lieu of Property Taxes		0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a			
Special Education		0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%			
Revenues																ADA = 133.64	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	33,836	33,836	60,905	60,905	60,905	60,905	60,905	165,429	165,429	165,429	165,429	269,537	-	**1,303,450**	703,539	599,911
8011	LCFF State Aid	33,836	33,836	60,905	60,905	60,905	60,905	60,905	165,429	165,429	165,429	165,429	269,537	-	**1,303,450**	703,539	599,911
8012	Education Protection Account	-	-	5,801	-	-	5,801	-	-	13,880	-	-	11,346	-	**36,828**	26,727	10,101
8019	State Aid - Prior Year	-	-	-	-	-	-	-	(3,145)	(3,145)	(3,145)	(3,145)	(56)	-	**(12,636)**	-	(12,636)
8096	In Lieu of Property Taxes	-	-	-	270,582	8,771	-	-	-	474,473	92,446	-	262,819	-	**1,109,091**	1,024,239	84,852
		33,836	33,836	66,706	331,487	69,676	66,706	60,905	162,284	650,637	254,730	162,284	543,646	-	**2,436,733**	**1,754,505**	**682,228**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	16,904	(0)	**16,904**	15,296	1,608
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	1,474	-	**1,474**	-	1,474
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290	Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	-	-	21,733	-	**21,733**	-	21,733
8291	Title II, Part A - Teacher Quality	-	-	701	-	(701)	-	-	-	-	-	-	-	-	-	-	-
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294	Title IV	-	-	-	-	-	-	-	-	-	-	-	9,060	-	**9,060**	-	9,060
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	3,094	-	**3,094**	-	3,094
		-	-	701	-	(701)	-	-	-	-	-	-	52,265	(0)	**52,265**	**15,296**	**36,969**
Other State Revenue																	
8311	State Special Education	5,981	6,190	11,141	11,141	11,141	-	22,282	17,588	17,588	17,588	17,588	30,517	-	**168,745**	120,077	48,668
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	4,636	-	-	-	-	-	-	-	-	**4,636**	4,281	355
8560	State Lottery	-	-	-	-	-	10,093	-	-	10,506	-	-	33,847	-	**54,446**	36,483	17,963
8598	Prior Year Revenue	-	-	3,200	-	348	(1,752)	(673)	-	-	-	-	45,104	-	**46,227**	-	46,227
8599	Other State Revenue	492	492	886	3,542	1,625	1,623	1,639	3,073	3,143	2,830	2,826	55,311	-	**77,482**	77,745	(263)
		6,473	6,682	15,227	14,683	17,750	9,964	23,248	20,661	31,237	20,418	20,414	164,779	-	**351,536**	**238,586**	**112,950**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660	Interest Revenue	-	927	-	3,863	-	-	11,362	-	-	10,729	-	10,291	-	**37,172**	15,788	21,384
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8690	Other Local Revenue	-	-	-	-	-	-	-	-	-	-	144,957	(144,957)	-	-	415	(415)
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	927	-	3,863	-	-	11,362	-	-	10,729	144,957	(134,666)	-	**37,172**	**16,203**	**20,969**
Total Revenue		**40,309**	**41,445**	**82,634**	**350,033**	**86,725**	**76,670**	**95,515**	**182,945**	**681,874**	**285,877**	**327,655**	**626,024**	**(0)**	**2,877,706**	**2,024,590**	**853,116**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	54,807	55,313	53,663	52,881	53,355	53,564	52,153	72,037	72,655	72,519	72,011	55,543	-	**720,501**	640,061	(80,440)
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	847	860	870	907	1,460	2,038	2,136	3,201	30,665	3,400	2,285	171,196	-	**219,865**	29,837	(190,028)
1200	Pupil Support Salaries	6,975	6,732	6,797	6,776	6,320	6,772	6,567	8,619	8,985	8,642	8,231	54,295	-	**135,711**	83,777	(51,934)
1300	Administrators' Salaries	5,811	5,810	5,809	5,519	5,403	5,488	5,641	7,919	7,632	7,813	7,208	13,822	-	**83,875**	64,245	(19,630)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		68,440	68,715	67,139	66,083	66,538	67,862	66,497	91,776	119,937	92,374	89,735	294,856	-	**1,159,952**	**817,921**	**(342,031)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	196	196	196	196	197	197	197	270	270	270	270	307	-	**2,762**	3,590	828
2300	Classified Administrators' Salaries	1,179	1,360	1,360	1,360	1,360	1,439	1,360	1,870	1,870	1,870	1,905	3,429	-	**20,362**	26,026	5,664
2400	Clerical and Office Staff Salaries	2,031	2,056	2,049	2,005	1,742	1,969	1,844	2,522	2,701	2,687	2,597	3,925	-	**28,128**	18,021	(10,107)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		3,406	3,612	3,605	3,561	3,299	3,605	3,401	4,662	4,841	4,827	4,772	7,661	-	**51,252**	**47,637**	**(3,615)**
Benefits																	
3101	STRS	11,910	11,957	11,631	11,455	9,198	11,767	11,560	16,025	20,749	16,032	38,855	16,836	-	**187,975**	156,223	(31,752)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FY25-26 CalOps Central Coast

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 184.14

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
3301	OASDI	485	471	478	479	426	485	476	643	834	643	602	2,171	-	**8,193**	2,954	(5,239)
3311	Medicare	1,003	1,009	985	969	972	1,002	966	1,345	1,752	1,357	1,316	4,320	-	**16,996**	12,551	(4,445)
3401	Health and Welfare	7,623	7,941	11,491	9,129	8,183	14,390	12,291	12,944	13,399	13,146	13,215	12,971	-	**136,723**	105,893	(30,830)
3501	State Unemployment	15	56	6	8	5	809	495	125	125	70	53	96	-	**1,863**	25,583	23,720
3601	Workers' Compensation	3,611	(948)	-	-	-	3,570	-	3,141	864	431	432	-	-	**11,101**	12,118	1,017
3901	Other Benefits	2,377	2,346	2,322	2,293	2,459	2,371	2,360	3,246	4,201	3,269	3,425	10,233	-	**40,902**	2,144	(38,758)
		27,024	22,832	26,913	24,333	21,243	34,394	28,148	37,469	41,924	34,948	57,898	46,627	-	**403,753**	**317,465**	**(86,288)**
Books and Supplies																	
4100	Textbooks and Core Curricula	51,844	5,148	2,136	717	317	219	3,189	814	1,377	64	75	15,500	-	**81,400**	98,090	16,690
4200	Books and Other Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	400	400
4302	School Supplies	3,303	-	-	4	14	24	675	1	1	401	102	193	-	**4,718**	21,809	17,091
4305	Software	29,334	1,294	2,886	4,968	(668)	29,037	2,542	1,249	326	640	(18,013)	1,578	-	**55,173**	82,450	27,277
4310	Office Expense	-	83	195	123	24	2	26	341	430	162	55	96	-	**1,537**	5,432	3,895
4311	Business Meals	32	29	136	38	13	-	2	24	149	17	93	295	-	**828**	1,383	555
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	10,550	-	770	4	-	208	-	-	7,320	2,853	40,707	(40,534)	-	**21,878**	35,305	13,427
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		95,063	6,554	6,123	5,854	(300)	29,490	6,434	2,429	9,603	4,137	23,019	(22,872)	-	**165,534**	**244,868**	**79,334**

FY25-26 CalOps Central Coast

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 184.14

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	-	932	130	95	5,182	21,534	17,955	33,248	44,293	16,972	54,720	47,622	5,682	**248,365**	188,391	(59,974)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	205	205
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	7	6	-	10	8	4	-	8	3	-	-	-	**46**	65	19
5106	Other Educational Consultants	-	-	10	-	10	-	-	13	-	-	-	-	-	**33**	4,998	4,965
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	939	146	95	5,202	21,542	17,959	33,261	44,301	16,975	54,720	47,622	5,682	**248,444**	**193,658**	**(54,786)**
Operations and Housekeeping																	
5201	Auto and Travel	621	1,138	497	777	251	(40)	64	393	583	59	477	2,321	-	**7,141**	17,023	9,882
5300	Dues & Memberships	4,506	(1,036)	112	1,297	-	-	-	8	-	9	-	7	-	**4,903**	15,629	10,726
5400	Insurance	403	282	161	1,144	594	873	312	429	429	429	147	429	-	**5,632**	5,163	(469)
5501	Utilities	-	-	-	-	-	-	-	-	-	16	-	-	-	**16**	166	150
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	539	539
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	47
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	2,650	32	254	831	1,002	994	680	1,508	3,003	8	1,341	3,080	-	**15,383**	19,082	3,699
5901	Postage and Shipping	-	1	3	4	-	-	1	-	4	3	2	8	-	**26**	899	873
		8,180	417	1,027	4,053	1,847	1,827	1,057	2,338	4,019	524	1,967	5,845	-	**33,101**	**58,549**	**25,448**
Facilities, Repairs and Other Leases																	
5601	Rent	582	582	597	598	598	598	597	647	808	822	822	5,213	-	**12,464**	8,575	(3,889)
5602	Additional Rent	47	49	49	47	50	2,716	128	47	69	69	69	66	-	**3,406**	6,895	3,489
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	446	446
5604	Other Leases	4,620	-	-	3,947	-	1,548	1,021	-	-	11	-	-	-	**11,147**	4,586	(6,561)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,691	8,691
		5,249	631	646	4,592	648	4,862	1,746	694	877	902	891	5,279	-	**27,017**	**29,193**	**2,176**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	3,675	3,715	17	13,301	6,611	24,763	5,053	-	**57,135**	74,174	17,039
5802	Audit & Taxes	-	74	-	-	-	445	466	111	290	606	-	177	-	**2,169**	1,075	(1,094)
5803	Legal	-	194	393	694	889	1,072	35	1,882	14,963	1,735	(11,005)	495	-	**11,347**	16,030	4,683
5804	Professional Development	527	474	973	42	209	34,177	457	125	864	4,193	601	1,008	-	**43,650**	4,630	(39,020)
5805	General Consulting	192	284	3,890	348	510	383	107	1,579	915	946	12,101	1,756	-	**23,011**	4,786	(18,225)
5806	Special Activities/Field Trips	332	6	98	87	(41)	28	1	1	90	535	3,074	(2,322)	-	**1,889**	9,389	7,500
5807	Bank Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	56
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	12
5809	Other taxes and fees	-	5	94	1	-	1	1	239	148	2	-	90	-	**581**	1,827	1,246
5810	Payroll Service Fee	-	-	4	4	-	-	-	-	-	-	-	-	-	**8**	268	260
5811	Back Office Service Fee	3,383	3,383	3,383	3,383	4,552	3,383	3,383	3,383	3,383	4,350	4,350	4,350	12,888	**57,554**	48,000	(9,554)
5812	District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	24,611	(244)	**24,367**	17,545	(6,822)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	46	255	427	427	427	-	854	669	679	579	579	977	-	**5,919**	4,061	(1,858)
5815	Public Relations/Recruitment	359	3,332	1,652	2,542	1,923	1,866	1,333	1,874	2,283	2,719	2,875	4,359	-	**27,117**	28,358	1,241
		4,839	8,007	10,914	7,528	8,469	45,030	10,352	9,880	36,916	22,276	37,338	40,554	12,644	**254,747**	**210,211**	**(44,537)**
Depreciation																	
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	715	715
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	**715**	**715**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**212,201**	**111,707**	**116,513**	**116,099**	**106,946**	**208,612**	**135,594**	**182,509**	**262,418**	**176,963**	**270,340**	**425,572**	**18,327**	**2,343,801**	**1,920,217**	**(423,583)**
Monthly Surplus (Deficit)		**(171,892)**	**(70,262)**	**(33,879)**	**233,934**	**(20,221)**	**(131,942)**	**(40,079)**	**436**	**419,456**	**108,914**	**57,315**	**200,452**	**(18,327)**	**533,905**	**104,373**	**429,533**
															18.6%		

FY25-26 CalOps Central Coast

Monthly Cash Flow/Forecast FY25-26

Revised 09/01/26

Actuals Through: *6/30/2026*

ADA = 184.14

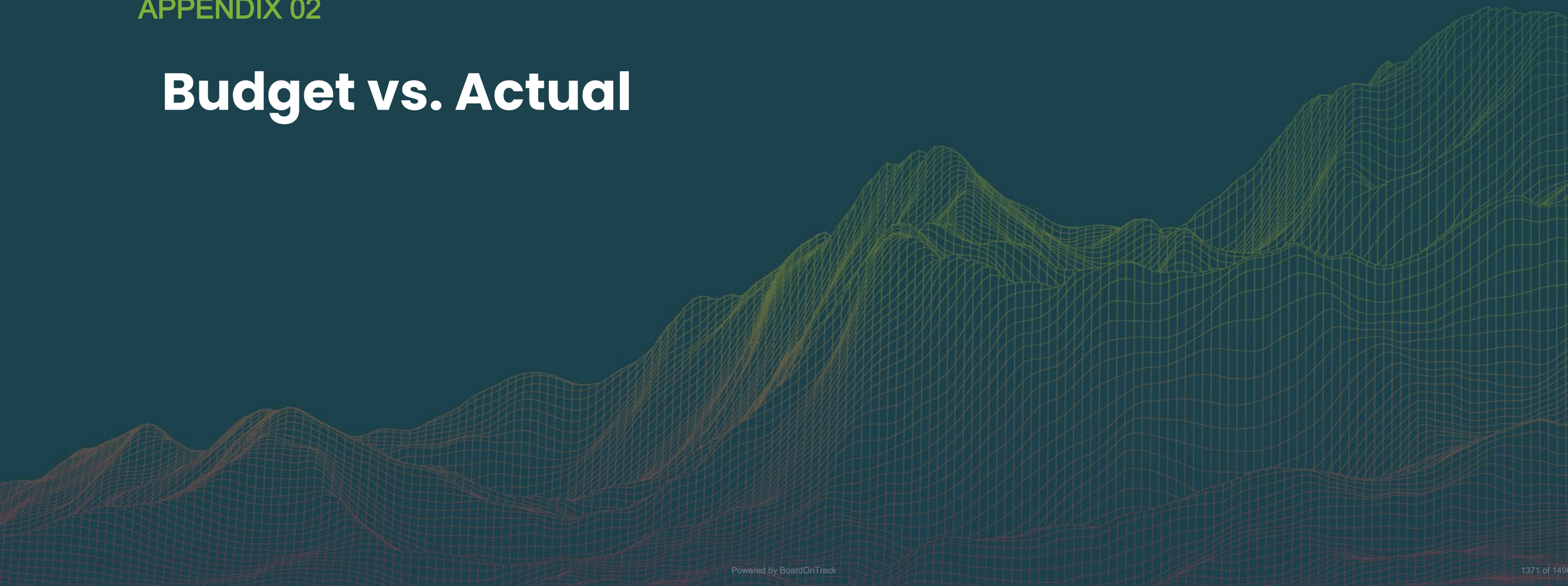
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(171,892)	(70,262)	(33,879)	233,934	(20,221)	(131,942)	(40,079)	436	419,456	108,914	57,315	200,452	(18,327)	**533,905**
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	142,317	38,127	423,325	74,264	(11,141)	12,546	-	(17,588)	17,588	(17,588)	17,588	(620,283)	0	**59,155**
Grants and Contributions Rec.	-	250	-	-	3,559	-	-	-		-	-	-	-	**3,809**
Due To/From Related Parties	208,493	111,963	(30,743)	114,402	103,852	209,627	122,145	197,677	(1,314,090)	177,619	80,718	439,138	-	**420,801**
Prepaid Expenses	12,089	-	(3,171)	-	(892)	(4,380)	(520)	(1,447)	(4,888)	(2,079)	-	(7,833)	-	**(13,121)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(15,523)	(38)	-	-	-	-	-	-	6,093	(6,093)	-	34,044	18,327	**36,810**
Accrued Expenses	(18,233)	(35,965)	-	-	427	(427)	1	669	(1,343)	579	(579)	28,338	-	**(26,533)**
Other Liabilities							673					(129,062)	-	**(128,389)**
Deferred Revenue	2,722	866	4,585	26,146	5,757	822	1,153	9,370	219	532	536	(3,702)	-	**49,006**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	3,799	-	**3,799**
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	159,973	44,941	360,117	448,746	81,341	86,246	83,373	189,117	(876,965)	261,884	155,578	(55,109)		
Cash, Beginning of Month	547,711	707,685	752,625	1,112,742	1,561,488	1,642,829	1,729,075	1,812,448	2,001,565	1,124,600	1,386,484	1,542,062		
Cash, End of Month	**707,685**	**752,625**	**1,112,742**	**1,561,488**	**1,642,829**	**1,729,075**	**1,812,448**	**2,001,565**	**1,124,600**	**1,386,484**	**1,542,062**	**1,486,953**		

Original Budget Total	Favorable / (Unfav.)
Cert.	Instr.
62.3%	68.2%
640,616	(339,756)

Pupil:Teacher Ratio
20.67 :1

APPENDIX 02

Budget vs. Actual



Southern California

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 1,585,671	$ 4,517,894	$ (2,932,223)	$ 10,358,377	$ 13,995,575	$ (3,637,198)	$ 13,995,575
Economic Protection Account Funding	256,484	361,106	(104,622)	902,336	948,836	(46,500)	948,836
State Aid - Prior Year	129,319	0	129,319	(16,276)	0	(16,276)	0
In Lieu of Property Taxes	9,373,051	13,777,060	(4,404,009)	48,348,110	47,551,486	796,624	47,551,486
Total State Aid - Revenue Limit	11,344,525	18,656,060	(7,311,535)	59,592,547	62,495,897	(2,903,350)	62,495,897
Federal Revenue							
Federal Special Education - IDEA	633,176	562,342	70,834	633,176	562,342	70,834	562,342
Federal Special Education-Mental Health	51,051	0	51,051	51,051	0	51,051	0
Title I, Part A - Basic Low Income	7,822	0	7,822	967,050	980,382	(13,332)	980,382
Title II, Part A - Teacher Quality	0	0	0	0	156,662	(156,662)	156,662
Title V, Part B - Charter School Grants	57,407	70,548	(13,141)	75,310	70,548	4,762	70,548
Federal - Prior Year Adjustments	160,011	0	160,010	160,011	0	160,010	0
Total Federal Revenue	909,467	632,890	276,576	1,886,598	1,769,934	116,663	1,769,934
Other State Revenue							
State Special Education - AB602	411,739	806,575	(394,835)	4,490,538	4,480,969	9,570	4,480,969
State - Mandated Cost Reimbursement	0	0	0	157,772	152,422	5,350	152,422
State - State Lottery	636,072	760,327	(124,255)	1,334,013	1,295,161	38,852	1,295,161
Prior Year Revenues	0	0	0	18,048	0	18,049	0
State - Other State Revenue	7,016,331	682,791	6,333,540	7,552,126	2,840,920	4,711,205	2,840,920
Total Other State Revenue	8,064,142	2,249,693	5,814,450	13,552,497	8,769,472	4,783,026	8,769,472
Other Local Revenue							
Sale of Equipment and Supplies	210	0	210	210	0	210	0
Interest Revenue	6,318	5,574	744	65,569	66,890	(1,321)	66,890
Other Local Revenue	2,991,381	0	2,991,381	6,600,652	0	6,600,651	0
ASB Fundraising	0	0	0	0	14,901	(14,900)	14,901
Total Other Local Revenue	2,997,909	5,574	2,992,335	6,666,431	81,791	6,584,640	81,791
Total Revenue	**23,316,043**	**21,544,217**	**1,771,826**	**81,698,073**	**73,117,094**	**8,580,979**	**73,117,094**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	980,348	1,893,374	(913,026)	21,558,177	22,720,487	(1,162,310)	22,720,487
Certificated Teachers' Extra Duties/Stipends	4,243,584	88,263	4,155,322	5,567,063	1,059,151	4,507,911	1,059,151
Certificated Pupil Support Salaries	1,541,395	247,822	1,293,571	4,070,677	2,973,873	1,096,805	2,973,873
Certificated Supervisors' and Administrators' Salaries	313,261	190,043	123,219	2,478,989	2,280,519	198,470	2,280,519
Total Certificated Salaries	7,078,588	2,419,502	4,659,086	33,674,906	29,034,030	4,640,876	29,034,030
Classified Salaries							
Classified Support Salaries	7,117	10,619	(3,502)	82,939	127,427	(44,487)	127,427
Classified Supervisors' and Administrators' Salaries	77,799	76,990	809	599,900	923,871	(323,972)	923,871
Clerical, Technical, and Office Staff Salaries	89,625	53,308	36,317	838,656	639,701	198,955	639,701
Total Classified Salaries	174,541	140,917	33,624	1,521,495	1,690,999	(169,504)	1,690,999
Benefits							
State Teachers' Retirement System, certificated positions	391,786	462,125	(70,339)	5,341,289	5,545,499	(204,210)	5,545,499
OASDI/Medicare/Alternative, certificated positions	51,913	8,737	43,176	237,033	104,842	132,191	104,842
Medicare certificated positions	103,576	37,126	66,450	493,030	445,513	47,517	445,513
Health and Welfare Benefits, certificated positions	320,667	313,245	7,422	3,940,990	3,758,938	182,052	3,758,938
State Unemployment Insurance, certificated positions	2,342	5,281	(2,939)	57,681	105,630	(47,949)	105,630
Workers' Compensation Insurance, certificated positions	0	35,846	(35,846)	343,103	430,150	(87,046)	430,150
Other Benefits, certificated positions	245,170	6,341	238,828	1,178,211	76,095	1,102,115	76,095
Total Benefits	1,115,454	868,701	246,752	11,591,337	10,466,667	1,124,670	10,466,667
Books & Supplies							
Textbooks and Core Curricula Materials	384,693	290,161	94,534	2,703,605	3,481,924	(778,319)	3,481,924
Books and Other Reference Materials	0	1,182	(1,183)	0	14,192	(14,193)	14,192
School Supplies	(4,847)	234,155	(239,003)	72,688	774,158	(701,469)	774,158
Software	33,288	243,898	(210,609)	2,061,274	2,926,771	(865,498)	2,926,771
Office Expense	3,346	16,068	(12,722)	53,180	192,814	(139,633)	192,814

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Southern California

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Business Meals	9,054	4,091	4,963	35,353	49,101	(13,748)	49,101
Noncapitalized Equipment	868,558	896,209	(27,651)	2,543,877	1,253,227	1,290,650	1,253,227
Total Books & Supplies	1,294,092	1,685,764	(391,671)	7,469,977	8,692,187	(1,222,210)	8,692,187
Subagreement Services							
Special Education	1,299,065	557,282	741,783	6,169,938	6,687,377	(517,439)	6,687,377
Substitute Teacher	0	606	(607)	0	7,280	(7,280)	7,280
Security	641	193	449	2,496	2,308	189	2,308
Other Educational Consultants	0	0	0	1,003	177,400	(176,398)	177,400
Total Subagreement Services	1,299,706	558,081	741,625	6,173,437	6,874,365	(700,928)	6,874,365
Professional/Consulting Services							
IT	129,338	219,415	(90,076)	1,735,359	2,632,980	(897,621)	2,632,980
Audit and Tax	4,396	0	4,395	64,539	38,175	26,364	38,175
Legal	16,250	47,419	(31,169)	339,607	569,030	(229,423)	569,030
Professional Development	24,924	13,696	11,227	332,177	164,359	167,818	164,359
General Consulting	43,561	14,157	29,404	632,911	169,883	463,028	169,883
Special Activities	(57,441)	137,726	(195,165)	164,728	333,283	(168,555)	333,283
Bank Charges	0	164	(165)	22,557	1,972	20,585	1,972
Printing	212	36	176	212	436	(224)	436
Other Taxes and Fees	5,840	5,404	436	42,705	64,841	(22,136)	64,841
Payroll Service Fee	0	792	(792)	284	9,502	(9,218)	9,502
Back Office Service Fee	109,457	121,861	(12,404)	1,425,561	1,462,342	(36,781)	1,462,342
District Oversight Fee	7,702	186,561	(178,859)	596,088	624,959	(28,871)	624,959
SELPA Fees	22,009	41,067	(19,058)	169,683	151,300	18,384	151,300
Public Relations	145,266	83,886	61,380	867,133	1,006,622	(139,489)	1,006,622
Total Professional/Consulting Services	451,514	872,184	(420,670)	6,393,544	7,229,684	(836,139)	7,229,684
Facilities, Repairs & Other Leases							
Rent	(56,288)	25,364	(81,653)	173,480	304,374	(130,895)	304,374
Additional Rent	2,669	20,397	(17,726)	126,480	244,757	(118,278)	244,757
Equipment Leases	3,171	1,320	1,850	16,468	15,843	626	15,843
Other Leases	(369)	13,566	(13,935)	404,892	162,794	242,098	162,794
Repairs and Maintenance	290	25,709	(25,418)	2,963	308,507	(305,543)	308,507
Total Facilities, Repairs & Other Leases	(50,527)	86,356	(136,882)	724,283	1,036,275	(311,992)	1,036,275
Operations & Housekeeping							
Auto and Travel Expense	48,015	50,355	(2,341)	233,367	604,261	(370,895)	604,261
Dues & Memberships	18,803	46,232	(27,429)	159,602	554,783	(395,181)	554,783
Insurance	10,648	15,273	(4,625)	177,376	183,276	(5,900)	183,276
Utilities	503	492	11	3,732	5,909	(2,177)	5,909
Janitorial/Trash Removal	1,357	1,596	(239)	16,535	19,148	(2,612)	19,148
Miscellaneous Expense	0	140	(140)	0	1,680	(1,681)	1,680
Communications	78,726	56,446	22,280	470,409	677,357	(206,947)	677,357
Postage and Shipping	2,887	2,660	227	13,784	31,912	(18,129)	31,912
Total Operations & Housekeeping	160,939	173,194	(12,256)	1,074,805	2,078,326	(1,003,522)	2,078,326
Depreciation							
Depreciation Expense	181	2,115	(1,934)	2,168	25,380	(23,212)	25,380
Total Depreciation	181	2,115	(1,934)	2,168	25,380	(23,212)	25,380
Total Expenses	**11,524,488**	**6,806,814**	**4,717,674**	**68,625,952**	**67,127,913**	**1,498,039**	**67,127,913**
Change in Net Assets	**11,791,555**	**14,737,403**	**(2,945,848)**	**13,072,120**	**5,989,181**	**7,082,940**	**5,989,181**
Net Assets, Beginning of Period	**18,405,496**			**17,124,931**			
Net Assets, End of Period	**$ 30,197,051**			**$ 30,197,051**			

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Central Valley

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 1,419,068	$ 2,171,263	$ (752,195)	$ 9,772,144	$ 10,557,583	$ (785,439)	$ 10,557,583
Economic Protection Account Funding	3,046,166	1,890,323	1,155,843	5,099,334	2,003,513	3,095,821	2,003,513
State Aid - Prior Year	28,569	0	28,569	(4,201)	0	(4,201)	0
In Lieu of Property Taxes	34,081	192,324	(158,243)	627,327	664,368	(37,041)	664,368
Total State Aid - Revenue Limit	4,527,884	4,253,910	273,974	15,494,604	13,225,464	2,269,140	13,225,464
Federal Revenue							
Federal Special Education - IDEA	117,362	108,300	9,062	117,362	108,301	9,062	108,301
Federal Special Education-Mental Health	9,963	0	9,963	9,963	0	9,963	0
Title I, Part A - Basic Low Income	0	0	0	226,702	233,573	(6,872)	233,573
Title II, Part A - Teacher Quality	0	0	0	0	30,938	(30,938)	30,938
Title V, Part B - Charter School Grants	13,674	13,166	508	17,938	13,165	4,773	13,165
Federal - Prior Year Adjustments	31,446	0	31,446	31,446	0	31,446	0
Total Federal Revenue	172,445	121,466	50,979	403,411	385,977	17,434	385,977
Other State Revenue							
State Special Education - AB602	179,901	132,630	47,272	962,478	736,832	225,646	736,832
State - Mandated Cost Reimbursement	0	0	0	28,929	27,259	1,670	27,259
State - State Lottery	172,297	146,344	25,952	310,166	249,347	60,818	249,347
Prior Year Revenues	0	0	0	2,318	0	2,319	0
State - Other State Revenue	548,156	130,964	417,191	671,703	544,988	126,715	544,988
Total Other State Revenue	900,354	409,938	490,415	1,975,594	1,558,426	417,168	1,558,426
Other Local Revenue							
Interest Revenue	66	224	(157)	16,023	2,684	13,338	2,684
Other Local Revenue	(836,796)	0	(836,796)	0	0	0	0
ASB Fundraising	0	0	0	0	2,451	(2,451)	2,451
Total Other Local Revenue	(836,730)	224	(836,953)	16,023	5,135	10,887	5,135
Total Revenue	**4,763,953**	**4,785,538**	**(21,585)**	**17,889,632**	**15,175,002**	**2,714,629**	**15,175,002**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	325,987	364,642	(38,655)	4,538,612	4,375,703	162,909	4,375,703
Certificated Teachers' Extra Duties/Stipends	2,464,570	16,998	2,447,571	2,747,596	203,980	2,543,616	203,980
Certificated Pupil Support Salaries	339,578	47,728	291,851	856,446	572,734	283,712	572,734
Certificated Supervisors' and Administrators' Salaries	84,358	36,600	47,758	527,813	439,201	88,611	439,201
Total Certificated Salaries	3,214,493	465,968	2,748,525	8,670,467	5,591,618	3,078,848	5,591,618
Classified Salaries							
Classified Support Salaries	1,853	2,045	(192)	17,393	24,541	(7,147)	24,541
Classified Supervisors' and Administrators' Salaries	20,914	14,828	6,087	127,988	177,927	(49,939)	177,927
Clerical, Technical, and Office Staff Salaries	23,854	10,266	13,587	177,221	123,199	54,022	123,199
Total Classified Salaries	46,621	27,139	19,482	322,602	325,667	(3,064)	325,667
Benefits							
State Teachers' Retirement System, certificated positions	101,200	89,000	12,200	1,166,789	1,067,999	98,790	1,067,999
OASDI/Medicare/Alternative, certificated positions	23,032	1,683	21,349	61,015	20,192	40,823	20,192
Medicare certificated positions	46,886	7,150	39,736	126,842	85,800	41,042	85,800
Health and Welfare Benefits, certificated positions	73,940	60,327	13,613	858,181	723,928	134,253	723,928
State Unemployment Insurance, certificated positions	823	5,274	(4,452)	12,487	105,486	(92,999)	105,486
Workers' Compensation Insurance, certificated positions	0	6,904	(6,903)	69,951	82,842	(12,891)	82,842
Other Benefits, certificated positions	110,092	1,221	108,871	303,328	14,655	288,674	14,655
Total Benefits	355,973	171,559	184,414	2,598,593	2,100,902	497,692	2,100,902
Books & Supplies							
Textbooks and Core Curricula Materials	89,480	55,882	33,598	539,476	670,578	(131,103)	670,578
Books and Other Reference Materials	0	227	(227)	0	2,733	(2,734)	2,733
School Supplies	(1,404)	41,111	(42,515)	27,813	149,094	(121,280)	149,094
Software	6,126	46,972	(40,846)	366,143	563,663	(197,520)	563,663
Office Expense	553	3,094	(2,542)	9,225	37,133	(27,909)	37,133
Business Meals	953	788	166	5,045	9,456	(4,411)	9,456
Noncapitalized Equipment	(230,663)	178,606	(409,269)	140,015	241,358	(101,342)	241,358
Total Books & Supplies	(134,955)	326,680	(461,635)	1,087,717	1,674,015	(586,299)	1,674,015
Subagreement Services							
Special Education	317,349	107,326	210,023	1,316,552	1,287,911	28,641	1,287,911
Substitute Teacher	0	117	(117)	0	1,402	(1,402)	1,402

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Central Valley

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Security	0	37	(37)	296	445	(149)	445
Other Educational Consultants	0	34,165	(34,165)	205	34,165	(33,960)	34,165
Total Subagreement Services	317,349	141,645	175,704	1,317,053	1,323,923	(6,870)	1,323,923
Professional/Consulting Services							
IT	29,170	42,257	(13,087)	353,700	507,081	(153,382)	507,081
Audit and Tax	1,023	0	1,023	13,375	7,352	6,024	7,352
Legal	2,856	9,132	(6,277)	66,049	109,589	(43,540)	109,589
Professional Development	6,420	2,638	3,783	60,831	31,653	29,177	31,653
General Consulting	10,132	2,727	7,406	138,343	32,718	105,626	32,718
Special Activities	(13,334)	22,282	(35,617)	22,309	64,187	(41,878)	64,187
Bank Charges	55	31	24	164	379	(215)	379
Printing	0	7	(7)	0	84	(84)	84
Other Taxes and Fees	516	1,041	(525)	3,372	12,488	(9,116)	12,488
Payroll Service Fee	0	152	(152)	55	1,830	(1,775)	1,830
Back Office Service Fee	27,419	25,292	2,127	309,876	303,500	6,376	303,500
District Oversight Fee	155,664	42,539	113,125	155,665	132,255	23,410	132,255
SELPA Fees	7,038	7,228	(190)	35,748	25,354	10,394	25,354
Public Relations	26,964	16,155	10,809	172,148	193,863	(21,715)	193,863
Total Professional/Consulting Services	253,923	171,481	82,442	1,331,635	1,422,333	(90,698)	1,422,333
Facilities, Repairs & Other Leases							
Rent	39,876	4,885	34,991	86,409	58,619	27,790	58,619
Additional Rent	496	3,929	(3,432)	23,313	47,138	(23,825)	47,138
Equipment Leases	0	254	(255)	0	3,051	(3,051)	3,051
Other Leases	0	2,612	(2,612)	73,126	31,352	41,774	31,352
Repairs and Maintenance	0	4,952	(4,952)	0	59,415	(59,415)	59,415
Total Facilities, Repairs & Other Leases	40,372	16,632	23,740	182,848	199,575	(16,727)	199,575
Operations & Housekeeping							
Auto and Travel Expense	17,965	9,698	8,268	54,725	116,374	(61,649)	116,374
Dues & Memberships	42	8,903	(8,862)	26,339	106,845	(80,506)	106,845
Insurance	2,477	2,942	(465)	36,055	35,297	759	35,297
Utilities	0	94	(94)	89	1,137	(1,049)	1,137
Janitorial/Trash Removal	0	308	(308)	0	3,688	(3,688)	3,688
Miscellaneous Expense	0	27	(27)	0	324	(324)	324
Communications	17,772	10,871	6,902	94,658	130,451	(35,793)	130,451
Postage and Shipping	45	512	(468)	211	6,146	(5,935)	6,146
Total Operations & Housekeeping	38,301	33,355	4,946	212,077	400,262	(188,185)	400,262
Depreciation							
Depreciation Expense	0	407	(407)	0	4,887	(4,887)	4,887
Total Depreciation	0	407	(407)	0	4,887	(4,887)	4,887
Total Expenses	**4,132,077**	**1,354,866**	**2,777,211**	**15,722,992**	**13,043,182**	**2,679,810**	**13,043,182**
Change in Net Assets	**631,876**	**3,430,672**	**(2,798,796)**	**2,166,640**	**2,131,820**	**34,820**	**2,131,820**
Net Assets, Beginning of Period	**6,461,522**			**4,926,758**			
Net Assets, End of Period	**$ 7,093,398**			**$ 7,093,398**			

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Northern California

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ (105,898)	$ 6,401,620	$ (6,507,518)	$ 11,449,132	$ 19,829,109	$ (8,379,977)	$ 19,829,109
Economic Protection Account Funding	4,954,636	139,160	4,815,476	8,542,221	365,540	8,176,681	365,540
State Aid - Prior Year	52,096	0	52,096	(6,842)	0	(6,842)	0
In Lieu of Property Taxes	3,470,838	1,036,895	2,433,943	3,470,838	3,577,156	(106,318)	3,577,156
Total State Aid - Revenue Limit	8,371,672	7,577,675	793,997	23,455,349	23,771,805	(316,456)	23,771,805
Federal Revenue							
Federal Special Education - IDEA	242,613	209,132	33,481	242,613	209,132	33,481	209,132
Federal Special Education-Mental Health	19,504	0	19,504	19,504	0	19,504	0
Title I, Part A - Basic Low Income	404	0	404	301,662	329,178	(27,516)	329,178
Title II, Part A - Teacher Quality	0	0	0	0	53,712	(53,712)	53,712
Title V, Part B - Charter School Grants	13,165	21,632	(8,467)	25,287	21,632	3,655	21,632
Federal - Prior Year Adjustments	54,493	0	54,493	54,589	0	54,589	0
Total Federal Revenue	330,179	230,764	99,415	643,655	613,654	30,001	613,654
Other State Revenue							
State Special Education - AB602	184,474	278,501	(94,027)	1,622,887	1,547,228	75,659	1,547,228
State - Mandated Cost Reimbursement	0	0	0	61,052	54,422	6,629	54,422
State - State Lottery	256,008	292,956	(36,949)	522,987	498,962	24,025	498,962
Prior Year Revenues	0	0	0	4,937	0	4,938	0
State - Other State Revenue	823,625	249,530	574,096	1,034,841	1,040,400	(5,559)	1,040,400
Total Other State Revenue	1,264,107	820,987	443,120	3,246,704	3,141,012	105,692	3,141,012
Other Local Revenue							
Interest Revenue	18	3,887	(3,869)	23,401	46,651	(23,250)	46,651
Other Local Revenue	(1,410,034)	0	(1,410,034)	0	0	0	0
ASB Fundraising	0	0	0	0	5,268	(5,268)	5,268
Total Other Local Revenue	(1,410,016)	3,887	(1,413,903)	23,401	51,919	(28,518)	51,919
Total Revenue	**8,555,942**	**8,633,313**	**(77,371)**	**27,369,109**	**27,578,390**	**(209,281)**	**27,578,390**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	426,888	729,284	(302,396)	8,393,364	8,751,406	(358,042)	8,751,406
Certificated Teachers' Extra Duties/Stipends	1,664,385	33,997	1,630,389	2,175,462	407,960	1,767,502	407,960
Certificated Pupil Support Salaries	605,888	95,455	510,432	1,584,974	1,145,468	439,506	1,145,468
Certificated Supervisors' and Administrators' Salaries	129,277	73,200	56,076	968,055	878,403	89,652	878,403
Total Certificated Salaries	2,826,438	931,936	1,894,501	13,121,855	11,183,237	1,938,618	11,183,237
Classified Salaries							
Classified Support Salaries	2,901	4,091	(1,189)	32,268	49,081	(16,813)	49,081
Classified Supervisors' and Administrators' Salaries	32,085	29,654	2,431	234,319	355,854	(121,536)	355,854
Clerical, Technical, and Office Staff Salaries	36,828	20,533	16,295	326,881	246,398	80,484	246,398
Total Classified Salaries	71,814	54,278	17,537	593,468	651,333	(57,865)	651,333
Benefits							
State Teachers' Retirement System, certificated positions	159,249	178,000	(18,751)	2,141,158	2,135,998	5,159	2,135,998
OASDI/Medicare/Alternative, certificated positions	20,777	3,365	17,411	92,489	40,383	52,107	40,383
Medicare certificated positions	41,386	14,300	27,087	192,265	171,601	20,664	171,601
Health and Welfare Benefits, certificated positions	127,271	120,655	6,616	1,613,239	1,447,856	165,383	1,447,856
State Unemployment Insurance, certificated positions	931	5,278	(4,346)	23,636	105,552	(81,915)	105,552
Workers' Compensation Insurance, certificated positions	0	13,807	(13,807)	132,880	165,684	(32,804)	165,684
Other Benefits, certificated positions	98,013	2,442	95,570	462,274	29,310	432,963	29,310
Total Benefits	447,627	337,847	109,780	4,657,941	4,096,384	561,557	4,096,384
Books & Supplies							
Textbooks and Core Curricula Materials	150,777	111,763	39,014	1,043,685	1,341,156	(297,471)	1,341,156
Books and Other Reference Materials	0	456	(456)	0	5,467	(5,467)	5,467
School Supplies	1,863	49,174	(47,310)	56,381	298,188	(241,807)	298,188
Software	9,269	93,944	(84,675)	724,141	1,127,324	(403,183)	1,127,324
Office Expense	1,889	6,189	(4,300)	20,874	74,268	(53,393)	74,268
Business Meals	1,998	1,576	422	17,223	18,912	(1,690)	18,912
Noncapitalized Equipment	(393,886)	353,541	(747,428)	259,409	482,714	(223,305)	482,714
Total Books & Supplies	(228,090)	616,643	(844,733)	2,121,713	3,348,029	(1,226,316)	3,348,029
Subagreement Services							
Special Education	460,420	214,652	245,769	2,323,232	2,575,823	(252,591)	2,575,823
Substitute Teacher	0	234	(234)	0	2,804	(2,805)	2,804

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Northern California

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Security	253	74	179	939	889	51	889
Other Educational Consultants	0	68,330	(68,331)	392	68,330	(67,938)	68,330
Total Subagreement Services	460,673	283,290	177,383	2,324,563	2,647,846	(323,283)	2,647,846
Professional/Consulting Services							
IT	49,153	84,514	(35,361)	658,716	1,014,164	(355,448)	1,014,164
Audit and Tax	1,723	0	1,723	25,040	14,704	10,336	14,704
Legal	4,888	18,264	(13,376)	123,068	219,177	(96,109)	219,177
Professional Development	9,916	5,276	4,640	115,290	63,307	51,983	63,307
General Consulting	17,074	5,453	11,621	246,603	65,435	181,168	65,435
Special Activities	(22,591)	0	(22,591)	87,065	128,373	(41,308)	128,373
Bank Charges	98	63	35	736	760	(24)	760
Printing	0	14	(14)	0	167	(168)	167
Other Taxes and Fees	870	2,082	(1,212)	6,062	24,976	(18,913)	24,976
Payroll Service Fee	0	305	(305)	109	3,660	(3,551)	3,660
Back Office Service Fee	41,020	45,964	(4,944)	537,600	551,568	(13,968)	551,568
District Oversight Fee	48,966	75,776	(26,811)	255,762	237,718	18,044	237,718
SELPA Fees	9,036	14,629	(5,593)	62,138	52,691	9,447	52,691
Public Relations	43,302	32,311	10,992	346,574	387,727	(41,153)	387,727
Total Professional/Consulting Services	203,455	284,651	(81,196)	2,464,763	2,764,427	(299,664)	2,764,427
Facilities, Repairs & Other Leases							
Rent	19,741	9,770	9,971	108,604	117,238	(8,634)	117,238
Additional Rent	756	7,856	(7,100)	45,658	94,275	(48,617)	94,275
Equipment Leases	0	509	(509)	0	6,102	(6,103)	6,102
Other Leases	300	5,225	(4,925)	164,497	62,705	101,793	62,705
Repairs and Maintenance	0	9,902	(9,902)	1,363	118,829	(117,466)	118,829
Total Facilities, Repairs & Other Leases	20,797	33,262	(12,465)	320,122	399,149	(79,027)	399,149
Operations & Housekeeping							
Auto and Travel Expense	22,828	19,396	3,432	94,980	232,748	(137,768)	232,748
Dues & Memberships	9,683	17,807	(8,125)	61,884	213,689	(151,806)	213,689
Insurance	4,173	5,883	(1,709)	68,636	70,594	(1,957)	70,594
Utilities	400	190	210	5,548	2,276	3,272	2,276
Janitorial/Trash Removal	533	615	(82)	7,062	7,375	(313)	7,375
Miscellaneous Expense	0	53	(54)	0	648	(647)	648
Communications	32,316	21,742	10,575	190,029	260,902	(70,874)	260,902
Postage and Shipping	75	1,025	(949)	847	12,292	(11,445)	12,292
Total Operations & Housekeeping	70,008	66,711	3,298	428,986	800,524	(371,538)	800,524
Depreciation							
Depreciation Expense	0	814	(815)	32,693	9,775	22,918	9,775
Total Depreciation	0	814	(815)	32,693	9,775	22,918	9,775
Total Expenses	**3,872,722**	**2,609,432**	**1,263,290**	**26,066,104**	**25,900,704**	**165,400**	**25,900,704**
Change in Net Assets	**4,683,220**	**6,023,881**	**(1,340,661)**	**1,303,005**	**1,677,686**	**(374,681)**	**1,677,686**
Net Assets, Beginning of Period	**522,087**			**3,902,302**			
Net Assets, End of Period	**$ 5,205,307**			**$ 5,205,307**			

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

North Bay

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 430,381	$ 453,528	$ (23,147)	$ 1,690,593	$ 1,400,052	$ 290,541	$ 1,400,052
Economic Protection Account Funding	11,028	13,239	(2,211)	40,102	34,692	5,410	34,692
State Aid - Prior Year	1,892	0	1,892	42,282	0	42,282	0
In Lieu of Property Taxes	299,629	250,503	49,126	998,407	861,073	137,334	861,073
Total State Aid - Revenue Limit	742,930	717,270	25,660	2,771,384	2,295,817	475,567	2,295,817
Federal Revenue							
Federal Special Education - IDEA	23,183	19,818	3,365	23,183	19,818	3,365	19,818
Federal Special Education-Mental Health	1,947	0	1,947	1,947	0	1,947	0
Title I, Part A - Basic Low Income	0	0	0	36,305	37,552	(1,247)	37,552
Title II, Part A - Teacher Quality	260	0	259	260	5,297	(5,038)	5,297
Title V, Part B - Charter School Grants	7,500	12,129	(4,628)	10,000	12,129	(2,128)	12,129
Federal - Prior Year Adjustments	5,398	0	5,399	5,398	0	5,399	0
Total Federal Revenue	38,288	31,947	6,342	77,093	74,796	2,298	74,796
Other State Revenue							
State Special Education - AB602	25,319	25,299	19	183,974	140,554	43,419	140,554
State - Mandated Cost Reimbursement	0	0	0	6,132	5,607	526	5,607
State - State Lottery	31,876	27,833	4,043	59,287	47,354	11,932	47,354
Prior Year Revenues	0	0	0	1,691	0	1,691	0
State - Other State Revenue	149,870	42,123	107,746	174,291	172,508	1,783	172,508
Total Other State Revenue	207,065	95,255	111,808	425,375	366,023	59,351	366,023
Other Local Revenue							
Interest Revenue	13	103	(89)	4,932	1,237	3,695	1,237
Other Local Revenue	(158,134)	0	(158,135)	0	0	0	0
ASB Fundraising	0	0	0	0	495	(495)	495
Total Other Local Revenue	(158,121)	103	(158,224)	4,932	1,732	3,200	1,732
Total Revenue	**830,162**	**844,575**	**(14,414)**	**3,278,784**	**2,738,368**	**540,416**	**2,738,368**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	54,151	69,111	(14,960)	871,272	829,331	41,942	829,331
Certificated Teachers' Extra Duties/Stipends	447,101	3,222	443,880	503,813	38,660	465,151	38,660
Certificated Pupil Support Salaries	64,061	9,046	55,014	164,306	108,551	55,756	108,551
Certificated Supervisors' and Administrators' Salaries	14,844	6,936	7,908	100,930	83,242	17,687	83,242
Total Certificated Salaries	580,157	88,315	491,842	1,640,321	1,059,784	580,536	1,059,784
Classified Salaries							
Classified Support Salaries	332	388	(56)	3,346	4,652	(1,305)	4,652
Classified Supervisors' and Administrators' Salaries	3,683	2,810	873	24,456	33,722	(9,266)	33,722
Clerical, Technical, and Office Staff Salaries	4,221	1,946	2,275	33,968	23,350	10,618	23,350
Total Classified Salaries	8,236	5,144	3,092	61,770	61,724	47	61,724
Benefits							
State Teachers' Retirement System, certificated positions	18,163	16,868	1,295	224,553	202,419	22,134	202,419
OASDI/Medicare/Alternative, certificated positions	4,152	319	3,833	11,534	3,827	7,707	3,827
Medicare certificated positions	8,460	1,355	7,105	23,995	16,262	7,733	16,262
Health and Welfare Benefits, certificated positions	14,199	11,434	2,765	167,619	137,206	30,412	137,206
State Unemployment Insurance, certificated positions	151	1,651	(1,501)	2,399	33,025	(30,624)	33,025
Workers' Compensation Insurance, certificated positions	0	1,309	(1,308)	13,695	15,701	(2,007)	15,701
Other Benefits, certificated positions	19,860	231	19,628	57,401	2,777	54,624	2,777
Total Benefits	64,985	33,167	31,817	501,196	411,217	89,979	411,217
Books & Supplies							
Textbooks and Core Curricula Materials	16,909	10,592	6,319	102,993	127,096	(24,103)	127,096
Books and Other Reference Materials	0	43	(43)	0	518	(518)	518
School Supplies	199	18,441	(18,243)	4,617	28,258	(23,641)	28,258
Software	1,664	8,902	(7,238)	71,092	106,831	(35,739)	106,831
Office Expense	105	587	(482)	1,821	7,038	(5,218)	7,038
Business Meals	163	149	14	1,535	1,792	(256)	1,792
Noncapitalized Equipment	(44,314)	33,521	(77,835)	26,788	45,745	(18,957)	45,745
Total Books & Supplies	(25,274)	72,235	(97,508)	208,846	317,278	(108,432)	317,278
Subagreement Services							
Special Education	49,453	20,341	29,112	260,554	244,099	16,455	244,099
Substitute Teacher	0	22	(23)	0	266	(266)	266

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

North Bay

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Security	0	7	(7)	57	84	(27)	84
Other Educational Consultants	0	6,476	(6,475)	41	6,475	(6,435)	6,475
Total Subagreement Services	49,453	26,846	22,607	260,652	250,924	9,727	250,924
Professional/Consulting Services							
IT	5,512	8,009	(2,497)	68,945	96,108	(27,162)	96,108
Audit and Tax	193	0	194	2,629	1,393	1,236	1,393
Legal	540	1,731	(1,191)	13,261	20,771	(7,510)	20,771
Professional Development	1,094	500	593	12,400	5,999	6,400	5,999
General Consulting	1,914	516	1,398	26,523	6,201	20,323	6,201
Special Activities	(2,545)	11,722	(14,266)	2,114	12,166	(10,052)	12,166
Bank Charges	0	6	(6)	0	72	(72)	72
Printing	0	1	(2)	0	16	(16)	16
Other Taxes and Fees	98	197	(99)	673	2,366	(1,694)	2,366
Payroll Service Fee	0	29	(29)	10	347	(336)	347
Back Office Service Fee	5,252	4,564	688	56,949	54,768	2,182	54,768
District Oversight Fee	27,419	7,173	20,246	27,419	22,958	4,461	22,958
SELPA Fees	1,093	1,353	(261)	6,885	4,811	2,073	4,811
Public Relations	5,006	3,062	1,944	33,031	36,743	(3,712)	36,743
Total Professional/Consulting Services	45,576	38,863	6,712	250,839	264,719	(13,879)	264,719
Facilities, Repairs & Other Leases							
Rent	9,679	926	8,754	18,701	11,110	7,591	11,110
Additional Rent	72	745	(673)	4,415	8,934	(4,519)	8,934
Equipment Leases	0	48	(48)	0	579	(578)	579
Other Leases	0	495	(495)	13,755	5,942	7,812	5,942
Repairs and Maintenance	0	938	(939)	0	11,261	(11,261)	11,261
Total Facilities, Repairs & Other Leases	9,751	3,152	6,599	36,871	37,826	(955)	37,826
Operations & Housekeeping							
Auto and Travel Expense	1,842	1,839	4	9,434	22,056	(12,623)	22,056
Dues & Memberships	8	1,687	(1,679)	6,257	20,250	(13,992)	20,250
Insurance	468	558	(90)	6,974	6,690	284	6,690
Utilities	0	18	(18)	18	216	(198)	216
Janitorial/Trash Removal	0	58	(58)	0	699	(699)	699
Miscellaneous Expense	0	5	(5)	0	61	(61)	61
Communications	3,358	2,060	1,298	18,335	24,725	(6,389)	24,725
Postage and Shipping	8	97	(89)	28	1,164	(1,137)	1,164
Total Operations & Housekeeping	5,684	6,322	(637)	41,046	75,861	(34,815)	75,861
Depreciation							
Depreciation Expense	0	77	(77)	0	927	(927)	927
Total Depreciation	0	77	(77)	0	927	(927)	927
Total Expenses	**738,568**	**274,121**	**464,447**	**3,001,541**	**2,480,260**	**521,281**	**2,480,260**
Change in Net Assets	**91,594**	**570,454**	**(478,860)**	**277,243**	**258,108**	**19,135**	**258,108**
Net Assets, Beginning of Period	**1,255,177**			**1,069,528**			

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Monterey Bay

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 735,030	$ 981,856	$ (246,826)	$ 3,059,481	$ 3,050,425	$ 9,056	$ 3,050,425
Economic Protection Account Funding	32,256	40,866	(8,610)	110,940	107,604	3,336	107,604
State Aid - Prior Year	(58,479)	0	(58,479)	(145,964)	0	(145,964)	0
In Lieu of Property Taxes	2,102,504	1,101,935	1,000,569	4,050,103	3,815,353	234,750	3,815,353
Total State Aid - Revenue Limit	2,811,311	2,124,657	686,654	7,074,560	6,973,382	101,178	6,973,382
Federal Revenue							
Federal Special Education - IDEA	70,836	61,654	9,182	70,836	61,653	9,183	61,653
Federal Special Education-Mental Health	5,772	0	5,772	5,772	0	5,772	0
Title I, Part A - Basic Low Income	73,652	0	73,652	73,652	0	73,652	0
Title II, Part A - Teacher Quality	5,459	0	5,460	5,459	0	5,459	0
Title V, Part B - Charter School Grants	10,000	0	10,000	10,000	0	10,000	0
Federal - Prior Year Adjustments	10,514	0	10,513	10,514	0	10,514	0
Total Federal Revenue	176,233	61,654	114,579	176,233	61,653	114,580	61,653
Other State Revenue							
State Special Education - AB602	47,280	89,713	(42,433)	513,593	498,407	15,186	498,407
State - Mandated Cost Reimbursement	0	0	0	18,686	17,579	1,107	17,579
State - State Lottery	84,698	86,148	(1,449)	164,014	146,879	17,134	146,879
Prior Year Revenues	0	0	0	2,056	0	2,057	0
State - Other State Revenue	232,344	27,564	204,779	301,855	122,704	179,151	122,704
Total Other State Revenue	364,322	203,425	160,897	1,000,204	785,569	214,635	785,569
Other Local Revenue							
Interest Revenue	4,833	1,160	3,672	17,550	13,922	3,628	13,922
Other Local Revenue	(441,460)	0	(441,459)	0	0	0	0
ASB Fundraising	0	0	0	0	1,692	(1,692)	1,692
Total Other Local Revenue	(436,627)	1,160	(437,787)	17,550	15,614	1,936	15,614
Total Revenue	**2,915,239**	**2,390,896**	**524,343**	**8,268,547**	**7,836,218**	**432,329**	**7,836,218**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	135,908	214,997	(79,088)	2,543,751	2,579,960	(36,209)	2,579,960
Certificated Teachers' Extra Duties/Stipends	521,015	10,022	510,992	678,498	120,269	558,229	120,269
Certificated Pupil Support Salaries	184,389	28,141	156,248	480,153	337,689	142,464	337,689
Certificated Supervisors' and Administrators' Salaries	40,032	21,580	18,452	293,561	258,958	34,602	258,958
Total Certificated Salaries	881,344	274,740	606,604	3,995,963	3,296,876	699,086	3,296,876
Classified Salaries							
Classified Support Salaries	900	1,205	(305)	9,779	14,470	(4,690)	14,470
Classified Supervisors' and Administrators' Salaries	9,937	8,743	1,194	71,087	104,907	(33,820)	104,907
Clerical, Technical, and Office Staff Salaries	11,415	6,053	5,362	99,081	72,640	26,441	72,640
Total Classified Salaries	22,252	16,001	6,251	179,947	192,017	(12,069)	192,017
Benefits							
State Teachers' Retirement System, certificated positions	49,471	52,475	(3,005)	651,631	629,703	21,928	629,703
OASDI/Medicare/Alternative, certificated positions	6,475	992	5,484	28,167	11,905	16,262	11,905
Medicare certificated positions	12,904	4,216	8,688	58,549	50,589	7,960	50,589
Health and Welfare Benefits, certificated positions	39,940	35,570	4,370	488,447	426,835	61,612	426,835
State Unemployment Insurance, certificated positions	291	4,791	(4,500)	7,086	95,818	(88,732)	95,818
Workers' Compensation Insurance, certificated positions	0	4,070	(4,070)	40,150	48,845	(8,694)	48,845
Other Benefits, certificated positions	30,556	720	29,835	140,787	8,641	132,146	8,641
Total Benefits	139,637	102,834	36,802	1,414,817	1,272,336	142,482	1,272,336
Books & Supplies							
Textbooks and Core Curricula Materials	47,206	32,948	14,258	312,564	395,379	(82,817)	395,379
Books and Other Reference Materials	0	135	(134)	0	1,612	(1,611)	1,612
School Supplies	546	59,280	(58,735)	13,694	87,907	(74,214)	87,907
Software	3,527	27,695	(24,168)	216,811	332,341	(115,530)	332,341
Office Expense	292	1,825	(1,532)	5,146	21,895	(16,748)	21,895
Business Meals	186	465	(278)	1,672	5,575	(3,903)	5,575
Noncapitalized Equipment	(123,388)	102,016	(225,405)	78,408	142,307	(63,899)	142,307

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Monterey Bay

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Total Books & Supplies	(71,631)	224,364	(295,994)	628,295	987,016	(358,722)	987,016
Subagreement Services							
Special Education	172,296	63,281	109,016	809,159	759,366	49,793	759,366
Substitute Teacher	0	69	(69)	0	826	(827)	826
Security	0	21	(22)	172	262	(89)	262
Other Educational Consultants	0	20,145	(20,144)	118	20,145	(20,026)	20,145
Total Subagreement Services	172,296	83,516	88,781	809,449	780,599	28,851	780,599
Professional/Consulting Services							
IT	15,389	24,917	(9,528)	200,209	298,982	(98,774)	298,982
Audit and Tax	540	0	539	7,606	4,335	3,271	4,335
Legal	1,506	5,384	(3,878)	37,069	64,614	(27,545)	64,614
Professional Development	3,015	1,555	1,459	32,476	18,664	13,812	18,664
General Consulting	5,345	1,608	3,738	75,885	19,290	56,595	19,290
Special Activities	(7,069)	35,917	(42,986)	6,262	37,845	(31,583)	37,845
Bank Charges	0	19	(19)	0	224	(224)	224
Printing	0	4	(4)	0	49	(50)	49
Other Taxes and Fees	272	614	(341)	1,870	7,363	(5,493)	7,363
Payroll Service Fee	0	90	(90)	32	1,079	(1,046)	1,079
Back Office Service Fee	12,771	13,060	(289)	156,114	156,725	(611)	156,725
District Oversight Fee	21,205	21,247	(42)	84,562	69,733	14,828	69,733
SELPA Fees	2,718	4,541	(1,823)	19,616	16,802	2,815	16,802
Public Relations	13,276	9,525	3,750	95,821	114,304	(18,483)	114,304
Total Professional/Consulting Services	68,968	118,481	(49,514)	717,522	810,009	(92,488)	810,009
Facilities, Repairs & Other Leases							
Rent	28,851	2,880	25,971	55,615	34,562	21,053	34,562
Additional Rent	200	2,316	(2,116)	13,558	27,793	(14,235)	27,793
Equipment Leases	0	150	(150)	0	1,799	(1,799)	1,799
Other Leases	0	1,540	(1,540)	41,884	18,486	23,399	18,486
Repairs and Maintenance	0	2,920	(2,919)	0	35,031	(35,032)	35,031
Total Facilities, Repairs & Other Leases	29,051	9,806	19,246	111,057	117,671	(6,614)	117,671
Operations & Housekeeping							
Auto and Travel Expense	2,506	5,718	(3,213)	13,905	68,615	(54,710)	68,615
Dues & Memberships	22	5,249	(5,227)	16,660	62,997	(46,337)	62,997
Insurance	1,307	1,735	(428)	20,694	20,811	(117)	20,811
Utilities	0	56	(56)	49	671	(622)	671
Janitorial/Trash Removal	0	181	(181)	0	2,174	(2,174)	2,174
Miscellaneous Expense	0	16	(16)	0	191	(191)	191
Communications	9,372	6,409	2,963	53,136	76,915	(23,779)	76,915
Postage and Shipping	23	302	(279)	80	3,624	(3,544)	3,624
Total Operations & Housekeeping	13,230	19,666	(6,437)	104,524	235,998	(131,474)	235,998
Depreciation							
Depreciation Expense	0	240	(240)	0	2,882	(2,882)	2,882
Total Depreciation	0	240	(240)	0	2,882	(2,882)	2,882
Total Expenses	**1,255,147**	**849,648**	**405,499**	**7,961,574**	**7,695,404**	**266,170**	**7,695,404**

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Central Coast

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 269,537	$ 229,380	$ 40,157	$ 1,303,450	$ 703,539	$ 599,911	$ 703,539
Economic Protection Account Funding	11,346	10,170	1,176	36,828	26,727	10,101	26,727
State Aid - Prior Year	(56)	0	(56)	(12,636)	0	(12,636)	0
In Lieu of Property Taxes	262,819	296,687	(33,868)	1,109,091	1,024,239	84,852	1,024,239
Total State Aid - Revenue Limit	543,646	536,237	7,409	2,436,733	1,754,505	682,228	1,754,505
Federal Revenue							
Federal Special Education - IDEA	16,904	15,296	1,608	16,904	15,296	1,609	15,296
Federal Special Education-Mental Health	1,474	0	1,474	1,474	0	1,474	0
Title I, Part A - Basic Low Income	21,733	0	21,733	21,733	0	21,733	0
Title V, Part B - Charter School Grants	9,060	0	9,060	9,060	0	9,060	0
Federal - Prior Year Adjustments	3,094	0	3,094	3,094	0	3,094	0
Total Federal Revenue	52,265	15,296	36,969	52,265	15,296	36,970	15,296
Other State Revenue							
State Special Education - AB602	30,517	21,614	8,903	168,745	120,077	48,667	120,077
State - Mandated Cost Reimbursement	0	0	0	4,636	4,281	355	4,281
State - State Lottery	33,847	21,416	12,432	54,447	36,483	17,963	36,483
Prior Year Revenues	45,104	0	45,103	46,225	0	46,226	0
State - Other State Revenue	55,311	18,663	36,648	77,481	77,745	(264)	77,745
Total Other State Revenue	164,779	61,693	103,086	351,534	238,586	112,947	238,586
Other Local Revenue							
Interest Revenue	10,291	1,316	8,975	37,172	15,787	21,385	15,787
Other Local Revenue	(144,957)	0	(144,956)	0	0	0	0
ASB Fundraising	0	0	0	0	416	(416)	416
Total Other Local Revenue	(134,666)	1,316	(135,981)	37,172	16,203	20,969	16,203
Total Revenue	**626,024**	**614,542**	**11,483**	**2,877,704**	**2,024,590**	**853,114**	**2,024,590**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	55,543	53,338	2,205	720,502	640,061	80,441	640,061
Certificated Teachers' Extra Duties/Stipends	171,196	2,487	168,709	219,864	29,837	190,026	29,837
Certificated Pupil Support Salaries	54,295	6,981	47,313	135,711	83,778	51,934	83,778
Certificated Supervisors' and Administrators' Salaries	13,822	5,354	8,469	83,875	64,244	19,631	64,244
Total Certificated Salaries	294,856	68,160	226,696	1,159,952	817,920	342,032	817,920
Classified Salaries							
Classified Support Salaries	307	299	8	2,763	3,590	(827)	3,590
Classified Supervisors' and Administrators' Salaries	3,429	2,169	1,260	20,361	26,027	(5,666)	26,027
Clerical, Technical, and Office Staff Salaries	3,925	1,502	2,424	28,129	18,021	10,108	18,021
Total Classified Salaries	7,661	3,970	3,692	51,253	47,638	3,615	47,638
Benefits							
State Teachers' Retirement System, certificated positions	16,836	13,018	3,817	187,976	156,223	31,753	156,223
OASDI/Medicare/Alternative, certificated positions	2,171	247	1,925	8,191	2,953	5,238	2,953
Medicare certificated positions	4,320	1,045	3,273	16,996	12,551	4,445	12,551
Health and Welfare Benefits, certificated positions	12,971	8,825	4,147	136,723	105,893	30,830	105,893
State Unemployment Insurance, certificated positions	96	1,279	(1,183)	1,862	25,583	(23,722)	25,583
Workers' Compensation Insurance, certificated positions	0	1,010	(1,010)	11,101	12,118	(1,015)	12,118
Other Benefits, certificated positions	10,233	178	10,055	40,902	2,144	38,758	2,144
Total Benefits	46,627	25,602	21,024	403,751	317,465	86,287	317,465
Books & Supplies							
Textbooks and Core Curricula Materials	15,501	8,175	7,325	81,403	98,090	(16,688)	98,090
Books and Other Reference Materials	0	34	(33)	0	400	(400)	400
School Supplies	193	14,998	(14,805)	4,720	21,809	(17,089)	21,809
Software	1,578	6,871	(5,293)	55,169	82,450	(27,281)	82,450
Office Expense	96	452	(357)	1,538	5,432	(3,894)	5,432
Business Meals	295	116	181	830	1,383	(553)	1,383
Noncapitalized Equipment	(40,534)	25,289	(65,823)	21,877	35,304	(13,428)	35,304
Total Books & Supplies	(22,871)	55,935	(78,805)	165,537	244,868	(79,333)	244,868
Subagreement Services							

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Central Coast

Budget vs Actual

For the period ended June 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Special Education	47,622	15,699	31,922	242,682	188,391	54,292	188,391
Substitute Teacher	0	17	(17)	0	205	(205)	205
Security	0	5	(5)	45	65	(20)	65
Other Educational Consultants	0	4,998	(4,998)	33	4,998	(4,965)	4,998
Total Subagreement Services	47,622	20,719	26,902	242,760	193,659	49,102	193,659
Professional/Consulting Services							
IT	5,053	6,181	(1,128)	57,136	74,174	(17,038)	74,174
Audit and Tax	177	0	177	2,168	1,075	1,093	1,075
Legal	495	1,336	(841)	11,349	16,030	(4,681)	16,030
Professional Development	1,008	386	622	43,649	4,630	39,019	4,630
General Consulting	1,756	399	1,357	23,010	4,786	18,224	4,786
Special Activities	(2,322)	8,915	(11,236)	1,891	9,389	(7,497)	9,389
Bank Charges	0	5	(5)	0	56	(56)	56
Printing	0	1	(1)	0	12	(12)	12
Other Taxes and Fees	90	153	(64)	580	1,827	(1,248)	1,827
Payroll Service Fee	0	22	(22)	8	268	(259)	268
Back Office Service Fee	4,350	4,000	350	44,666	48,000	(3,335)	48,000
District Oversight Fee	24,611	5,363	19,248	24,610	17,545	7,065	17,545
SELPA Fees	977	1,107	(130)	5,919	4,061	1,858	4,061
Public Relations	4,359	2,363	1,996	27,120	28,358	(1,238)	28,358
Total Professional/Consulting Services	40,554	30,231	10,323	242,106	210,211	31,895	210,211
Facilities, Repairs & Other Leases							
Rent	5,213	714	4,499	12,462	8,574	3,888	8,574
Additional Rent	66	575	(509)	3,406	6,895	(3,490)	6,895
Equipment Leases	0	37	(37)	0	446	(446)	446
Other Leases	0	382	(383)	11,146	4,586	6,561	4,586
Repairs and Maintenance	0	725	(724)	0	8,691	(8,691)	8,691
Total Facilities, Repairs & Other Leases	5,279	2,433	2,846	27,014	29,192	(2,178)	29,192
Operations & Housekeeping							
Auto and Travel Expense	2,321	1,418	903	7,142	17,023	(9,881)	17,023
Dues & Memberships	7	1,303	(1,296)	4,904	15,629	(10,724)	15,629
Insurance	429	430	(1)	5,631	5,163	468	5,163
Utilities	0	14	(14)	16	166	(151)	166
Janitorial/Trash Removal	0	45	(45)	0	540	(539)	540
Miscellaneous Expense	0	4	(3)	0	47	(48)	47
Communications	3,080	1,590	1,489	15,383	19,082	(3,698)	19,082
Postage and Shipping	8	75	(67)	24	899	(876)	899
Total Operations & Housekeeping	5,845	4,879	966	33,100	58,549	(25,449)	58,549
Depreciation							
Depreciation Expense	0	59	(60)	0	715	(715)	715
Total Depreciation	0	59	(60)	0	715	(715)	715
Total Expenses	**425,573**	**211,988**	**213,584**	**2,325,473**	**1,920,217**	**405,256**	**1,920,217**
Change in Net Assets	**200,452**	**402,554**	**(202,102)**	**552,231**	**104,373**	**447,858**	**104,373**
Net Assets, Beginning of Period	**618,487**			**266,707**			

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

APPENDIX 03

Statement of Financial Position

California Online Public Schools

Statement of Financial Position

June 30, 2026

	Southern California	Central Valley	Northern California	North Bay	Monterey Bay	Central Coast	Total
Assets							
Current Assets							
Cash & Cash Equivalents	$ 19,891,725	$ 4,617,622	$ 4,257,786	$ 1,909,496	$ 1,971,004	$ 1,486,953	$ 34,134,585
Accounts Receivable	1,280,465	0	0	0	0	0	1,280,465
Public Funding Receivables	9,127,810	5,067,856	9,416,476	556,979	2,799,300	665,928	27,634,349
Due To/From Related Parties	8,352,598	846,799	(3,743,098)	(396,199)	(3,840,251)	(1,219,850)	0
Prepaid Expenses	872,062	165,883	310,964	32,262	94,145	27,208	1,502,524
Total Current Assets	39,524,660	10,698,160	10,242,128	2,102,538	1,024,198	960,239	64,551,923
Long-term Assets							
Property & Equipment, Net	15,537	0	0	0	0	0	15,538
Right-of-Use Asset, Net	704,390	90,888	238,585	22,722	68,167	11,362	1,136,113
Deposits	20,288	100	0	0	0	0	20,388
Total Long-term Assets	740,215	90,988	238,585	22,722	68,167	11,362	1,172,039
Total Assets	**$ 40,264,875**	**$ 10,789,148**	**$ 10,480,713**	**$ 2,125,260**	**$ 1,092,365**	**$ 971,601**	**$ 65,723,962**
Liabilities							
Current Liabilities							
Accounts Payable	$ 1,107,898	$ 278,656	$ 391,250	$ 35,285	$ 116,914	$ 34,044	$ 1,964,048
Accrued Liabilities	5,921,158	1,790,264	2,064,539	387,878	117,742	28,338	10,309,919
Deferred Revenue	2,302,176	1,531,786	2,570,125	331,565	121,460	78,400	6,935,510
Operating Lease Liability, Current Portion	248,777	32,101	84,264	8,026	24,077	4,012	401,258
Total Current Liabilities	9,580,009	3,632,807	5,110,178	762,754	380,193	144,794	19,610,735
Long-term Liabilities							
Operating Lease Liability, Net of Current Port	487,815	62,944	165,228	15,736	47,206	7,868	786,796
Total Long-term Liabilities	487,815	62,944	165,228	15,736	47,206	7,868	786,796
Total Liabilities	**10,067,824**	**3,695,751**	**5,275,406**	**778,490**	**427,399**	**152,662**	**20,397,531**
Net Assets, End of Period	**30,197,051**	**7,093,398**	**5,205,307**	**1,346,771**	**664,966**	**818,938**	**45,326,430**
Liabilities & Net Assets	**$ 40,264,875**	**$ 10,789,148**	**$ 10,480,713**	**$ 2,125,260**	**$ 1,092,365**	**$ 971,601**	**$ 65,723,962**

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

APPENDIX 04

Statement of Cash Flows

California Online Public Schools

Statement of Cash Flows

For the period ended June 30, 2026

	Southern California	Central Valley	Northern California	North Bay	Monterey Bay	Central Coast	Total
Cash Flows from Operating Activites							
Change in Net Assets	$ 11,791,555	$ 631,876	$ 4,683,220	$ 91,594	$ 1,660,092	$ 200,452	$ 19,058,788
Adjustments							
Depreciation	181	0	0	0	0	0	180
(Increase) Decrease in Operating Assets							
Public Funding Receivables	(8,746,542)	(5,057,724)	(9,310,971)	(554,913)	(2,792,214)	(620,283)	(27,082,645)
Grants, Contributions & Pledges Receivable	(1,158,793)	0	0	0	0	0	(1,158,793)
Due from Related Parties	5,496,475	(3,917,069)	(321,339)	(520,071)	(1,177,135)	439,138	0
Prepaid Expenses	(204,982)	(45,196)	(80,049)	(8,558)	(23,856)	(7,833)	(370,476)
Increase (Decrease) in Operating Liabilities							
Accounts Payable	1,109,320	278,657	392,352	35,285	116,915	34,044	1,966,574
Accrued Expenses	2,695,456	1,750,689	1,598,610	305,959	60,384	28,338	6,439,437
Deferred Revenue	(7,032,067)	(562,486)	(786,273)	(151,974)	(312,605)	(129,062)	(8,974,468)
Other Liabilities	(229,549)	(29,619)	(77,751)	(7,405)	(22,215)	(3,702)	(370,241)
Total Cash Flows from Operating Activites	**3,721,054**	**(6,950,872)**	**(3,902,201)**	**(810,083)**	**(2,490,634)**	**(58,908)**	**(10,491,644)**
Cash Flows from Investing Activities							
Purchases of Property & Equipment	235,559	30,395	79,786	7,599	22,796	3,799	379,935
Total Cash Flows from Investing Activities	**235,559**	**30,395**	**79,786**	**7,599**	**22,796**	**3,799**	**379,935**
Change in Cash and Cash Equivalents	**3,956,614**	**(6,920,478)**	**(3,822,414)**	**(802,484)**	**(2,467,838)**	**(55,109)**	**(10,111,709)**
Cash & Cash Equivalents, Beginning of Period	**15,935,111**	**11,538,099**	**8,080,200**	**2,711,980**	**4,438,842**	**1,542,062**	**44,246,294**
Cash & Cash Equivalents, End of Period	**$ 19,891,725**	**$ 4,617,622**	**$ 4,257,786**	**$ 1,909,496**	**$ 1,971,004**	**$ 1,486,953**	**$ 34,134,585**

Note: Actual columns exclude year-end accruals pending recognition; year-end accruals are reflected in the annual forecast.

Coversheet

Approval of Updated CalOPS Fiscal Policy (attached)

Section: VII. Action Items
Item: C. Approval of Updated CalOPS Fiscal Policy (attached)
Purpose: Vote
Submitted by:
Related Material:
260908 Fiscal Policy - CalOPS BIM.pdf
CalOPS Fiscal Policy for Review Board DRAFT (4928-6759-3162.v2lc).docx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Fiscal Policy Review and Edits

Category (Contract Approval, Policy, Personnel, General Approval. etc.): Policy
Date: 9-8-26
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): Fiscal Policy
Decision Type (Action Item, Information Only, etc.): Action Item

Background (Brief Summary of Background Information):
The state of California recently passed AB 126. This has brought some welcomed transparency to Charter School financial procedures, including explicit language on how approvals come from the Board for expenditures over $100,000. All proposed changes to the Fiscal Policy are inline with AB 126. The largest section of change surrounds a new Comparable Bids Policy. Charter Schools are not held to the requirements of Competitive Bidding, CalOPS is focused on ensuring that public funds are spent responsibly, which is the rationale behind the policy describing how we will obtain and communicate comparable bids.

Rationale (Why is this important and why is this coming to the Board):
In order to continue to work towards clean audits and to ensure we continue to be good stewards of public funds, Board review and consideration for approval are needed. To help the members of the Board review the changes, they will be highlighted to follow:

- All edits needed to match AB 126
- Comparable Bids
- Credit Cards issued to individual employees sunset on 9-30-26
- Specific dates referring to legal deadlines will no longer be spelled out specifically and will be changed to the statement “as required by law”
- Signatories on contracts and expenditures will be Co-Superintendents only
- General formatting and grammar clean up

Evidence of Due Diligence:
The Comparable Bids section was drafted by Dr. Romero. This new Comparable Bids section and the entire Fiscal Policy was reviewed by legal counsel at YMC. After, initial legal review, suggested edits made by legal were reviewed by Dr. Romero, Dr. Savage, Mrs. Carter and Mr. Hertzler. In addition, a final review of edits was made with legal counsel in a synchronous meeting along with Dr. Romero, Dr. Savage, and Mrs. Carter.

Fiscal Impact:
This policy dictates all aspects of our fiscal operations.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Motion to approve the updated CalOPS Fiscal Policy.

Prepared/Recommended/Approved By:
LaChelle Carter, Director of Finance
Richie Romero, Co-Superintendent

California Online Public Schools

Fiscal Policy

Updated October 2025

DRAFT REDLINE — PREPARED FOR LEGAL REVIEW

Not yet adopted by the Board of Directors

How to Read This Draft

This document shows proposed changes to the Board-adopted 2025-26 Fiscal Policy for discussion and legal review. ~~Struck-through text~~ marks language proposed for removal. Red text marks new or changed language. All other text is unchanged from the current Board-adopted policy.

LEADERSHIP / LEGAL REVIEW NOTE: This draft contains three categories of proposed change, summarized here for convenience: (1) raising the Board pre-approval threshold for purchases, payments, and contracts from $20,000 to $100,000 in each place it appears; (2) a new tiered "Comparable Bids" procurement process, including a purchase-splitting prohibition; and (3) replacing the current itemized meal reimbursement with a flat $100/day per diem. On the per diem specifically: CalOPS leadership has not yet decided whether to bring the $100/day figure to the Board for adoption. The FY2026 GSA meal per diem rate for California localities tops out at $92/day, and amounts paid in excess of the applicable federal rate are generally treated as taxable wages subject to withholding. This section is included at full detail so leadership and counsel can weigh that tradeoff before any amount is proposed to the Board.

GENERAL RESPONSE NOTES FROM COUNSEL:

Bidding and Board approval may be required at lower dollar thresholds in the relatively rare circumstances when competitive bidding does apply. We also changed the terminology throughout this new section to reflect the budget trailer bill's "reasonable market value" language. Note that the budget trailer bill has a number of other changes pertaining to contracts that become effective July 1, 2027. We have not added these provisions in your policy now but could do so early if you like.

On per diem, we suggest that you maintain the current policy.

California Online Public Schools
2025-26 Fiscal Policy

Introduction

Background

California Online Public Schools ("CalOPS") is a California public benefit corporation (the "Organization") with non-profit status from the IRS that operates a network of public charter schools known as California Online Public Schools. This network of charter schools is referred to as the School or Schools in this policy. The organization's Chief Executive Officer is known as the Superintendent and is assisted by a Deputy Superintendent and Assistant Superintendent. In areas of this policy that refers to all three roles, they will be known as the Executive Cabinet.

Purpose

The Board of CalOPS believes in implementing and following fiscal management practices to ensure that the Organization's funds are appropriately managed, to safeguard its assets, outline and enforce internal policies, and provide guidelines that are compliant with state and federal laws and regulations. In addition, this policy is to ensure that the financial decisions made by CalOPS leadership and its Board support the Organization's and its schools' mission while providing confidence and integrity to the public as recipients of public funds. Lastly, the policy and procedures will provide direction to help avoid any liability that could be attributed to the Board resulting from mismanagement.

The Organization refers to the "California Charter School Accounting and Best Practices Manual" developed by Fiscal Control and Management Assistance Team (FCMAT) for guidance in the reviewing and updating of these policies.

This Fiscal Policy and Procedures document includes policies on internal controls, legal compliance, conflicts of interest, as well as other financial and accounting procedures and protocols, such as budget development, authorized signers, use of credit cards, employee reimbursements, purchasing, payroll processing, and any other area pertinent to financial management. The Fiscal Policy and Procedures are intended to align with the School's charter petition and any Memoranda of Understanding (MOU) with its authorizing entity.

Compliance

Legal Compliance

The Schools will follow all the relevant laws and regulations that apply to California charter schools. Additionally, any applicable Federal laws and regulations related to grant funding received by the Schools will be followed. The Executive Cabinet will ensure that where there are specific requirements or restrictions on the expenditures of grant or categorical funds the Director of Finance along with the Assistant Director of Finance will see that these requirements are met.

Use of Public Funds

All monies received by CalOPs are considered public funds. The overarching principle in the spending of school funds is that all expenditures must clearly and directly be necessary and benefit the schools and support their purpose to provide a quality free education to the students within its eligible boundaries.

Nonpublic funds are dollars that are collected and retained by outside organizations such as booster organizations, associations and foundations. This also includes employee association accounts. The

schools and the nonprofit shall not act as custodian for privately funded monies of a separately maintained agency fund or account, such as a staff social fund paid for exclusively by employee contributions.

To protect from the misuse of public money, the use of school funds should be to provide a benefit to the public, and not to benefit any individual, employee, corporation or other agency. The public funds of the Organization and its Schools may be expended if a direct and substantial public purpose is served by the expenditure and private individuals are only benefitted incidentally by the promotion of the public purpose. Even if an expenditure has a noble or virtuous purpose (such as supporting an employee experiencing a loss), or a moral or justifiable obligation (such as gratitude for services provided), this is not sufficient to determine that a public benefit exists. If expenditures provide a direct and tangible benefit to students' education, such as for staffing costs, materials, software, administrative expenses, etc., then these are easily justified as providing the public benefit of educating the Schools' students. For expenditures which are not as direct or tangible, the Board must make a determination of the public purpose prior to expenditure of these funds. This may be done via the budgeting process, and/or on a case-by-case basis as needed.

When considering the use of public funds and whether an expenditure is appropriate, the schools and its board will consider the public scrutiny test outlines below:

- Is the expenditure within policy and how will it benefit the mission of our program and the success of our students?
- Will the tax-paying public view the expenditure as necessary to support public education?
- Can the expenditure be defended to a person outside of the organization?
- Would it pass the "smell test"?

Any expenditure that is not board approved and/or that does not benefit the schools' mission or our students will be denied. Any expenditure found to be an unlawful use of public funds will not be reimbursed and the employee may be subject to disciplinary action including legal liability, taxpayer lawsuits, civil and criminal penalties (California Government Code Section 8314 and Penal Code Section 424).

Please refer to the list of allowable and unallowable expenses based on standard FCMAT policies:

Generally Allowable Expenses:

- Expenditures not in conflict with, inconsistent with, or preempted by any law, and which is not in conflict with the purposes for which the public entity was established.
- Salaries and benefits for employees.
- Uniforms and regalia for college bands, choirs or athletic teams (must be equitable to all school staff, programs and clubs).
- Rental of caps and gowns for commencement ceremonies.
- Supplies and equipment, including instructional materials and textbooks.
- Maintenance of facilities and equipment.
- Research and promotional activities to advance public education.
- Board approved awards to students and employees for excellence, accomplishments, and exceptional contributions (Not for life events that occur for everyone).
- Flowers or decorations for a college's awards ceremony or commemorative event.
- Transportation services for students.

- Refreshments/meals for meetings for the purpose of conducting school business (e.g., curriculum meeting during lunch).
- Snacks, refreshments, and food for students during the instructional day that are deemed to contribute to the educational process (e.g., finals week, prepared to learn).
- Sponsorship to programs and activities provided by nonprofit/community organizations that aid in student development:
    - A service that complements or enhances one the schools provide.
    - A service that the school could provide but is unable to.
    - A secondary benefit is identified that benefits the school.

Generally Unallowable Expenses:

- Contributions or donations to religious, community, charity or other nonprofit groups except those that align student development.
- Purchase of private purpose flowers, other gifts, celebration or sympathy benefits to convey compassion or sympathy, or to meet a perceived moral obligation.
- Gift certificates for individuals.
- No exception for small gifts.
- Alcohol.
- Memberships in private clubs or organizations.
- Presents or gifts to anyone, including employees, volunteers, or students.
- Professional enhancement vs. public benefit.
- Holiday or other staff parties or picnics.
- Reimbursement for employees' mileage from their residence to their place of work.
- Personal benefit to school staff.
- Scholarships to students using public funds.
- Buying fundraising tickets or tables at fundraisers/galas for other nonprofits.

Political Contributions

As a 501(c)(3) organization, no funds or assets of CalOPS may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the schools for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. CalOPS also cannot be involved with any committee or other organization that raises funds for political purposes.

Following are examples of prohibited activities:

- Contributions and/or endorsements by an employee that are reimbursed through expense accounts or in other ways.
- Purchase by the organization of tickets for political fundraising events.
- Expenditures for political advertisements.
- Contributions in kind, such as lending employees to political parties or using the Schools' assets in political campaigns.
- Endorsement of or opposition to any ballot measure.

The Schools and Organization may expend a limited amount of funds on lobbying efforts on legislative matters which may have an impact on the Schools or Organization, such as proposed, pending or current legislative bills, and regulations. Typically, the resources used for this type of allowable activity would be a small amount of staff time to contact or meet with legislators. Staff time and other costs, if applicable, for such activities will be estimated annually and reported with the best estimate of cost on the Organization's tax returns.

The Schools will comply with any other federal and state laws and regulations regarding political contributions, lobbying, and expenditures. No federal funds, or assets obtained from federal funds, may be used for any political purposes.

The Organization's employees, Board members, and other representatives may engage in the above political activities on their own time, using their own personal assets and resources, however, they may not act or appear to be acting on behalf of the Schools or Organization, and may not use Organization resources to assist any non-allowable political activities. If the title of a school employee is used, it shall be used for name identification purposes only.

Record Keeping

To provide an accurate and auditable record of all financial transactions, the Schools' books, records, and accounts are maintained in conformity with the Generally Accepted Accounting Principles (GAAP) as applicable to Charter Schools.

Transaction ledgers, invoices, receipts, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by the Organization in accordance with applicable state law, and as required in any contract or agreement, in a secure location for at least seven (7) years as set out in the Records Retention policy, or as long as required by applicable law, whichever is longer. Appropriate back-up copies

of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored electronically. Paper documents may be compiled and stored in an on-site or off-site location after completion of the annual audit. The Schools will not typically charge for the costs of copying records when records are being requested by an oversight agency, through a subpoena, or in accordance with public records regulations, however, the Schools reserve the right to do so at a rate not to exceed twenty-five cents ($0.25) per page. The School will attempt to provide records electronically, however, the actual cost of mailing records may be charged to the requestor. Copying charges only apply to the cost of reproduction, not to time spent searching for records. However, if electronic records are requested, the time needed to create an electronic version may be charged to the requestor.

Further, the School specifically requires that:

- No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of the Charter School.
- Receipts and disbursements must be fully and accurately described in the books and records.
- No false entries may be made on the books or records nor any false or misleading reports issued.
- Payments may be made only to the contracting party and only for the actual Services rendered or products delivered. No false or fictitious invoices may be paid.

The Executive Cabinet and the appropriate support staff will work together to provide access to the School's financial records to School's charter authorizer upon reasonable request, including supporting records as requested.

Financial Oversight and Reporting

Key Stakeholders

Board of Directors

Superintendent

~~Deputy Superintendent~~

~~Assistant Superintendent~~

Director of Finance

Assistant Directors

Financial Service Provider

Finance Department

The CalOPs Board is committed to reviewing and adopting the Fiscal Policy and Procedures routinely and will revise the policies if laws or regulations change during the fiscal year. This ensures the most effective use of the School's funds to support its mission and assures that the funds are budgeted, accounted for, expended, and maintained appropriately.

The Director of Finance, under the management of the Executive Cabinet, has responsibility for all operations and activities related to financial management. However, the Board and

Superintendent can appoint or delegate someone else to perform the responsibilities as needed.

Financial duties and responsibilities must be separated between the Director of Finance, Assistant Directors, Financial Service Provider, and other key members of the Finance Department to ensure that no single employee has sole control over authorizing transactions, recording financial transactions, and custody of assets.

Important Deadlines

- Adopted Budget (submitted by July 1st)
- Unaudited Actuals Report (submitted by September 15th)
- Audited Financial Statements (submitted by December 15th)
- First Interim Financial Report (submitted by December 15th)
- Second Interim Financial Report (submitted by March 15th)
- Form 990 tax return (submitted by May 15th with extension)

Budget

The Director of Finance, in consultation with the Executive Cabinet and with recommendations from the Financial Services Provider and other appropriate school staff, prepares an annual budget of revenues and expenses for Board approval. Budgets can be reviewed and modified as necessary throughout the school year to account for enrollment and revenue changes. Any adjustments to the budget will be shared with the Board during First Interims, Second Interims or any other time throughout the school year. These forward-looking budgets and projections are reviewed and approved by the Board at an open and public meeting prior to July 1st annually. Approved annual operating budgets will be submitted to appropriate

entities required by law in the format required by statute and/or regulation and/or contractual agreements, and by any required deadlines.

- Budgets will be prepared that show the revenues and expenditures and financial position for each School, as well as the Organization as a whole.
- The fiscal year (budget year) of the school is July 1st through June 30th. The appropriate accounting period is used for all adjusting entries and accruals.
- Financial statements displaying budget vs. actuals are prepared by the Financial Service Provider with the support of the Director of Finance and are to be reviewed by Executive Cabinet and are presented to the Board at each regular Board meeting. In the event that there is more than one regular Board meeting in a month, it shall only be presented at one of the meetings.
- All employees shall follow the Board-approved budgets, with exceptions approved by the Board.

Budget Development Process:

The budget development process starts with a review of the Governor's proposed state budget for

the upcoming fiscal year. This is typically shared in January and identifies the likely range of revenues for the school's upcoming fiscal year, as well as any cost-of-living adjustments. Once the revenue estimates are complete, projected enrollment changes and expenditures are discussed and are prepared for the remainder of the budget. This process includes a concise examination of staffing levels, fixed costs, discretionary spending, legal, auditing costs and facilities. Additional data from the department leaders such as usage, success rates, ease of use, department goals, and needs should also be considered for key program expenditures such as curriculum, professional development, systems, and supplies. Decisions should be finalized during the Leadership Retreat in March/April annually. The Financial Service Provider will input the financial decisions made by CalOPS into the agreed upon budget template to be approved by the Board.

The Governor's annual "May Revise" budget is made public in the spring and outlines the funding projection that will likely be included in the final state budget for the next fiscal year. With this information, the Director of Finance, Executive Cabinet, and all other key parties will work together and make any adjustments to the budget draft. This process involves a thorough review of the budget in its draft form to make sure all spending requirements set by law, contractual agreement, or otherwise are met. Finally, a five‑year budget projection is developed in accordance with the schools' established strategic and growth plans before providing it to the Board for approval by July 1.

CalOPS will work to maintain a minimum of 3% reserve at the end of every current school year and two subsequent fiscal years. The board is notified immediately with a plan and/or explanation when the reserve is projected to drop below this threshold. Reserves in excess of 10% will be taken into consideration to fulfill school needs outlined in the Components of the End Fund Balance section of the budget.

In addition to the budget, cash flow analysis (when needed throughout the budget cycle), budget projections, and budget revisions will be prepared periodically during the year to adjust for changes in revenue or expenses.

Budget Updates:

The Board-approved budgets will act as living documents throughout the school year. They will be used to monitor the financial health of the school and aid the Executive Cabinet as expenditures are considered throughout the year that were not previously budgeted for and have since been identified as a need. Budget updates will be prepared and presented to the Board of Directors for approval by the Director of Finance and Executive Cabinet with the support of the Financial Service Provider. Budget updates will be

considered and in some cases required throughout the year. The Board will approve the first interim and second interim budget reports.

The preferred first update is the day after census day, when attendance numbers are provided to the state as an official count of the students to determine the schools initial funding. At this time, the ADA projected and used to calculate revenues built in the initial budget should be compared to the census day number to ensure all the schools will get the revenue planned for to continue spending as planned in the approved budget.

The other two updates should occur during the First Interim and Second Interim reporting process. During these times, the Director of Finance, Executive Cabinet, and the Financial Service Provider will review actual revenue and expenditure data for monies received and spent for the current fiscal year to show the financial health of the schools, with consideration to the budget and other forecasted variables. Any findings and adjustments, under spending or over spending, would be identified during this time and transferred to the budget in the form of a Budget Update.

Financial Management

CalOPS and its schools' funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with applicable Federal and State requirements. The Organization will maintain their accounting records and related financial reports on the modified accrual basis of accounting throughout the year and full accrual accounting at each year end. Each school within the organization will have its own financial records as necessary to allow for the review of the revenues and financial position of each School independently. Shared expenses are to be allocated and recorded on the basis of schools enrollment relative to the total enrollment for the organization.

Financial Reporting

The Director of Finance or designee working in conjunction with the Financial Service Provider, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the schools' charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Date System, and other related data. Additional reporting required by the SELPA, Department of Education or other entity will be prepared in the same manner.

The Board will be provided with all reports required by law for Board approval. The Board may request copies of any other reports at any time through the Director of Finance or Executive Cabinet.

The following reports will be prepared on a monthly basis, except in months when the Board is not meeting, by the Financial Service Provider, reviewed by the Director of Finance, and reported to the Board and/or its Treasurer.

- Revenue and Expense Statement for the current fiscal year – showing actual results for the months already past and forecasts for future months
- Balance Sheet(s)
- Payroll Registers and/or compensation summaries
- Monthly Check Registry

Corporate Tax Returns

The Board will annually engage someone to prepare and submit the annual tax returns (Form 990 and Form 199) for the corporation of the Organization. The Board (and/or the Audit Committee of the Board) will annually review its policies and practices to be sure it is complying with any regulations or

requirements of the Internal Revenue Service. Prior to submission of the tax returns, the Director of Finance, other designated staff of the school, and/or Financial Service Provider will review the tax returns for accuracy. Following completion of a final draft of the tax returns, the Board will receive and review the returns prior to the submission deadline. Appropriate extensions may be filed when needed. Typically, an annual extension from the November deadline to May is expected as the annual audit has not yet been conducted prior to November 15. Other extensions may be filed if necessary to allow for thorough preparation and review of the tax returns prior to submission.

Internal Controls

CalOPS will maintain the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the board-adopted budget, (2) the Organization and Schools' funds are managed and held in a manner that provides a high degree of protection of the Organization's assets, and (3) all transactions are recorded and documented in an appropriate manner. Additionally, as a publicly supported entity, the school acknowledges the additional responsibility to ensure the public's confidence and the integrity of the schools' activities.

To help ensure adequate internal controls, the School has established, implemented, and maintained these policies and procedures based on laws, regulations, and sound business principles and communicates them to those involved (e.g., School staff). It is essential that all employees, volunteers, and students (when necessary) be aware of expectations regarding internal accounting controls. The District Office provides annual training for all individuals who are expected to follow these policies and carry out their procedures. Executive Cabinet will ensure that, wherever possible, more than one person is trained for each function (cross-training).

The internal controls that are outlined in this policy have been put in place to help prevent fraud and malfeasance through a number of checks and balances embedded in each financial task. They include maintaining multiple layers of fiscal oversight in our policies and procedures at all times.

- An independent financial auditor conducts annual financial audits. This selection will be board approved and shared with our authorizers annually by April 1st.
- A Financial Service Provider is used to: compile financial statements for reporting purposes to stakeholders, input and review external transactions, ensure proper segregation of duties, disburse funds (e.g. check writing), and ensure fiscal compliance.
- The Board of Directors is provided all major financial statements and financial reports to approve during the subsequent board meeting.
- The Director of Finance or designee authorizes reimbursements and the use of credit cards by key executives (i.e. executive cabinet members, directors, assistant directors, principals and assistant principals)
- Major financial statements (e.g. Audited Financial Statements) are provided on the school's website.
- Financial presentations are made at monthly Board meetings, which are attended by Executive Cabinet, board members, other stakeholders and members of the public.

If issues with the School's internal controls are identified through any means, the Executive Cabinet will inform the Board and the District Office will work with the leadership team to address such issues as soon as possible.

The basic components of internal controls, set forth in this policy, include the following:

- Segregation of duties

- System of checks and balances
- Staff cross-training
- Controlled use of pre-numbered documents, i.e., checks
- Asset security and restricted access
- Timely reconciliations
- Up-to-date inventory records
- Appropriate review and approval of transactions
- Comprehensive, up-to-date annual budget
- Expectation that all staff and the District Office, including administrators, will follow all internal controls

Audit

The Board or its Audit Committee (if one exists) shall contract for the services of an independent public accountant to perform an annual fiscal audit in compliance with State law. The audit shall cover the business of the Schools and Organization during the full fiscal year; be a financial audit conducted in accordance with generally accepted auditing standards; and, include, but not be limited to all audit procedures contained in the California K-12 Audit Guide. The audit shall be completed and submitted to the Board for review at a public meeting as soon as reasonably possible following the close of the fiscal year for which the audit is conducted. The audit report, after review by the Board of Directors, will be submitted to the Charter granting agency, California Department of Education, County Superintendent of Schools, and State Controller's Office by December 15th of each year. The Schools will address any audit exceptions or adverse findings through audit correction plans.

The Audit engagement and review process may be conducted by the Board's Audit Committee (if one is formed) on behalf of the Board.

Segregation of Duties

To ensure proper internal controls, the duties of custody, approvals, recording, and reconciliation have been delegated and are kept separate. The segregation of duties is to avoid exposing the schools to a higher risk of potential cash skimming, delayed deposits, or other errors or

irregularities by implementing a dual role processing system to avoid one sole person from being able to complete a financial related task from start to finish.

The following structures have been established and will be maintained with the oversight of the Director of Finance and the Executive Cabinet to properly segregate duties within CalOPs. The Director of Finance, Assistant Directors of Finance and Executive Cabinet share the responsibility amongst themselves for authorizing, initiating, approving, and executing transactions; never completing two consecutive steps without a different approved staff completing the in-between step. The appropriate Finance Department staff and the Financial Service Provider are responsible for recording, reconciling, reporting, and reviewing transactions; never completing two consecutive steps without a different approved staff completing the in-between step. In this capacity, these individuals are responsible for:

- Setting a good example by following established policies and procedures.
- Ensuring that all staff, volunteers, and others associated with the schools are informed about and follow established policies and procedures.
- Providing continual assistance and training for all staff members involved in all aspects of financial management, including purchasing and procurement practices.

- Take immediate action when an infraction occurs.

The Organization will develop and maintain Purchase Requisition, Purchase Order and Payment Request forms to document the authorization of non-payroll expenditures. Such documentation may be accepted via an electronic processing software, such as but not limited to DocuSign, through a designated procurement software or paper form. Any purchases and payments over ~~twenty thousand ($20,000)~~ one hundred thousand ($100,000) dollars must be approved by the Board of Directors during the subsequent board meeting before being sent to the vendor to confirm the agreement and/or payment. All purchases must be reviewed by a combination of the Finance Department, Director of Finance, Assistant Director of Finance and/or Executive Cabinet, please reference the Finance Department Handbook for specifics. All payments must be approved by the Director of Finance and an authorized bank signer, or the Director of Finance and two for amounts of five thousand ($5,000) dollars or more. If a purchase order is issued, and the subsequent invoice changes more than 10% during the time of the exchange of said goods and services, a new purchase order must be created and approved prior to the transaction being completed.

Expenditures that do not require a Purchase Requisition, Purchase Order, or Payment Request Form such as reoccurring or standard operating expenses can be paid in the form of a check, ACH or Wire transaction following the segregation of duties as outlined in the Finance Department Handbook. These duties start with a review from appropriate staff in the Finance Department, followed by oversight from the Director of Finance or designee, then signed by authorized bank signers before being sent to the Financial Service Provider for final processing. Any amount over five thousand ($5,000) dollars will require a signature from two authorized bank signers.

ACHs and wire transactions must be initiated by designated staff within the Finance Department. The Director of Finance, Assistant Directors of Finance and the Executive Cabinet are responsible for authorizing, initiating, approving, and executing transactions; never completing two consecutive steps without a different approved staff completing the in-between step. For

instance, the Assistant Director of Finance can not initiate a payment he/she authorized nor can he/she approve it. Once payments have been processed, all supporting documentation is to be shared with the Financial Service Provider for proper accounting.

The Finance Department may issue district credit cards to certain employees for use in their jobs and oversee their usage. The employee assigned to the district credit card must sign that they have received, understand and agree to the terms of the District Credit Card Policy before issuance. Once in the possession of the district credit card, they are solely responsible for all purchases on the card and for ensuring that the card is not used by unauthorized personnel. Card numbers may not be distributed and should not be saved on any public devices and/or unsecured online accounts. District credit cards are issued for business related expenses, such as food and lodging while on Organization approved business travel. This includes booking travel transportation such as: flights, car rentals, and approved rideshare cost and/or purchasing meals while traveling in accordance to the more recent Travel Policy. All purchases other than travel must be pre-approved by the Director of Finance with a Purchase Requisition Form. All purchases must also be within the guidelines of this policy. Misuse of the card will result in cancellation of the card, withdrawal of the employee's district credit card privileges, and discipline up to and including potential termination of employment. If the card is used for an employee's personal expenses, California Online Public Schools reserves the right to recover these monies from the employee cardholder. The method will be up to the discretion of the Superintendent of California Online Public Schools.

In all cases, payments for operational services (lease payments, payroll and other taxes, ongoing marketing efforts, utilities, student related-service providers, etc) contracted by the schools, and previously approved by the Board do not need to be countersigned or dually approved. All transactions will be posted on an electronic general ledger by a bookkeeper or through the account manager assigned by the approved financial services provider. This ledger will be maintained either with the local

contracted bookkeeper, or with the Financial Service Provider in alignment with the standardized account code structure (SACS) and generally accepted accounting principles (GAAP),and will be available upon request by the Organization or any School at any time. To ensure segregation of recording and authorization, the bookkeeper or assigned account manager may not co-sign check requests or purchase orders or approve purchases or expenses.

New bank accounts or changes to existing bank accounts may be initiated by the Director of Finance, Superintendent or Board Chair with Board Approval. Each school is to have at least one account to receive and expend monies dedicated to the operational needs of the school. For all funds, the Board must appoint and approve all individuals authorized to sign checks or electronic payments in accordance with these policies. The Executive Cabinet and Director of Finance act as the Account Administrators and will be responsible for managing access and the internal controls through a dual process initiation and approval process with no one person able to complete both steps. Bank access is to be limited to assigned board members, Superintendent, appropriate employees in the Finance Department, Director of Operations and Director of Educational Services and the Financial Service Provider unless otherwise approved by the Board of Directors. Money transfers outside of the internal accounts must follow a dual approval process limited to one Executive Cabinet member, the Director of Finance or Assistant Director of Finance, with no one person doing more than one step consecutively. Additionally, the

Financial Service Provider may be given access to initiate and approve payroll transactions also using a dual initiation and approval process. Fraud protections, including but not limited to Positive Pay and ACH Block or the equivalent, will be established on all accounts and reviewed annually for the most secure options.

The Schools may hold funds received on behalf of the school in a county treasury account and passed through to the Organization's commercial bank upon request of the Director of Finance, Executive Cabinet and/or board approved designee when required by the MOU. Transfer from these accounts may be pre-scheduled or per request. Requests can be initiated by the Superintendent, Director of Finance or designee or the Board Chair. Funds can be moved electronically or via check.

Cash and checks collected for CalOPS must be handled, verified and deposited by at least two different staff separately and recorded by the Finance Service Provider. At no time should one sole person perform two consecutive steps of the cash handling process. All persons handling cash on behalf of the schools must complete a mandatory training prior to participating in any collection of cash. All funds must be promptly logged in a receipt log and securely stored until transferred to the designated staff members for processing and deposit. Deposit will be reconciled by the Financial Service Provider at month end.

All agreements in the amount of ~~twenty thousand ($20,000)~~ one hundred thousand ($100,000) dollars or more require board approval. Unless otherwise authorized or designated by the Board, all contracts entered into by the CalOPS for a monetary amount over ~~twenty thousand ($20,000)~~ one hundred thousand ($100,000) dollars shall require the signature of the Superintendent or Board Chair. Routine contracts for the operation of the School such as for field trips, school events, state testing proctors and testing sites, janitorial services, other services etc. in a monetary amount of less than ~~twenty thousand ($20,000)~~ one hundred thousand ($100,000) dollars may be signed by the Executive Cabinet, Principal, Director of Finance, Director of Business Services or Director of Education Services. All contracts must be shared with the Finance team for budget consideration and oversight.

Fraud Protection

It is in the best interests of the Schools and Organization to prevent fraud. Reporting of potential fraud is encouraged, and employees have access to the whistleblower policy included in the Employee Handbook. The employee policies also include a description of both unethical behavior and of the professional and ethical behavior expected of all employees of the Organization. Methods to report unethical conduct are described, including confidential and anonymous methods to raise a concern or report fraudulent or

otherwise illegal or unethical behavior. Creating a culture of professional and ethical behavior is an important goal which the leadership and management staff of the Organization are responsible for.

Strong internal controls also prevent fraud and misuse of School funds. The administrative staff is responsible for creating and carrying out strong internal control processes, for being well informed about the various types of fraud, for creating a culture of accountability and honesty, and for implementing actions to limit the possibility of fraud. The internal controls, as described throughout this policy, help limit the opportunity, incentive, capability and rationalization which

make fraud more likely, and also helps to identify the person suspected while excluding innocent individuals from suspicion.

The School's accounting data will be backed up regularly by the designated staff in the Finance Department and the Financial Back Office Service Provider to ensure the recoverability of financial information in the event of fraud or lost data due to other uncontrolled reasons. Further, the School specifically requires that:

- No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the School's books and records.
- Receipts and disbursements must be fully and accurately described in the books and records.
- No false entries may be made on the books or records, or any false or misleading reports issued.
- Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.
- All accounts will include the most up to date security functions such as ACH Block and Positive Pay.
- Employees are responsible for immediately reporting questionable or suspicious activity to their Supervisor, the Executive Cabinet or the Schools' Board of Directors. This includes reporting any concerns regarding the potentially improper activity. This could range from financial concerns such as theft or misstated financial statements to workplace concerns such as harassment, discrimination, safety issues, substance abuse, etc.

Conflict of Interest

CalOPS complies with all applicable laws regarding conflicts of interest and related party transactions, including, but not limited to, the California Corporations Code, the Political Reform Act, and Government Code section 1090.

It is the policy of CalOPS that all school officials, including board members, officers, and employees, shall not place themselves in any position where their private, personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence. School decision-makers shall be neither personally nor financially interested in any contract made by them in their official capacity.

Related Party Transactions

Related party transactions shall include but not be limited to transactions between a school and members of the Board, management, contracted management organization, employees, related individuals and affiliated contractors/consultants. Examples of related individuals within the scope of this definition include spouses, domestic partners, parents, children (natural adopted, legal or guardianship), step-relationships, spouses of children, grandparents, grandchildren, siblings, father-in-law, mother-in-law, sister-in-law and brother-in-law of a board member or school employee.

The schools will not be operated for the benefit of any affiliated or unaffiliated organization or any individual in his or her own private capacity or individuals related to the Charter School or members of its management, unless the private benefit is considered merely incidental. This private benefit preclusion will extend to:

A. Sale or exchange, or leasing, of property between the agency (Charter School) and an affiliated or unaffiliated organization or a private or related individual.

B. Furnishing of goods, services or facilities between the agency and an affiliated or unaffiliated organization or a private or related individual.

C. Payment of compensation, unless authorized by the Board of Directors, by the School to an affiliated or unaffiliated organization or a private or related individual.

D. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Schools.

Nepotism

Nepotism describes a work-related situation in which there is the potential for favoritism toward a family member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) based on the familial relationship.

It is the policy of CalOPS to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a school decision-maker and his or her family member. This policy ensures effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all school board members, employees, individual consultants hired or retained by the school, and school services providers hired or retained by the School.

Relationships between School board members, employees, consultants, or school services providers are permissible under the following circumstances:

(a) Family Members of the School board members shall not be eligible for employment. Family members, for this purpose, shall be spouses, domestic partners, parents, children (natural adopted, legal or guardianship), step-relationships, spouses of children, grandparents, grandchildren, siblings, father-in-law, mother-in-law, sisterin-law and brother-in-law of a board member.

(b) Family members of employees, individual consultants, or school services providers shall not be hired for or retained in an employment position if one family member would have the authority or be in a position to supervise directly or indirectly, hire, or discharge the other.

(c) Any time an employee, individual consultant, or school services provider is a family member of another, the relationship shall not adversely impact work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or school services

provider(s), or in the case of a board member, in the discretion of the school board of directors.

(d) Any time a board member, employee, individual consultant, or school services provider is a Family Member of another; the relationship shall not create an actual conflict of interest under the law and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor (s) of the employee(s), consultant(s), or school services provider(s), or in the case of a board member, in the discretion of the school board of directors.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or school services provider to state whether he or she has a family member who is presently employed by or on the Board of the school, but such information may not be used as a basis for an employment decision except as stated herein.

Human Resources shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a family member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then Human Resources will deny the employment application.

Human Resources will investigate reports of nepotism and take appropriate action. Employees must immediately disclose changes in their personal situations to Human Resources, which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the school decision makers.

Accounting

The accounting policies and financial reporting adopted are consistent with the not-for-profit requirements of the Financial Accounting Standards Board (FASB). FASB is the recognized standard setting body for establishing not-for-profit accounting and financial reporting principles.

The accounts of the Schools are organized on a basis of the California School Account Code Structure or SACS. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures.

General Operating Fund

This fund of each respective school is used to account for all financial resources associated with the operation of each respective school.

Inter-school Transfers, Intra-organizational Loans and Blending of Funds

The Organization governs and operates multiple charter schools. It is important to keep accurate fiscal records for each school separately as each is its own Local Educational Agency for funding purposes, and each has its own authorizer and serves students in different counties. It is also important to maximize efficiency of operations and keep fiscal records for the Organization as a whole. For this reason, funds from the different Schools may be commingled but shall not be blended, as defined below.

Commingling mixes or joins funds, however the origin and use must be identity or source and the use of the funds must always be traceable to the school originally allocated to, audited and documented. Funds may be mixed together, but they shall be accounted for separately.

Blending occurs when the origin, identify, source or use of the funds is lost or unidentifiable, and the transaction cannot be traced. The source of funds must be matched with the use of funds, and if the funds sources and uses cannot be tracked to the origin, identity and purpose, then the funds would be considered blended and the transaction is not auditable. Blending of funds should not occur.

Commingling of funds to such an extent that the funds become blended is prohibited. Inter-fund or inter-school loans and due to/due from transactions are allowable with advance Board approval and in accordance with the standards set forth in the FCMAT Charter School Accounting Manual. Because one non-profit corporation with one federal identification number oversees and operates multiple charter schools, allocation of expenses will take place, however, the accounting system and methods will be in place to ensure that blending of funds does not take place. In occurrences where school expenses are shared, central cost can be allocated to the schools based on a rational of attendance percentages.

Transfer of Special Education funding between Schools of the Organization is not allowed under the policies of the Special Education Local Plan Area unless it is done in accordance with the Board approved Fund Reallocation Policy. The organization shall avoid in transfer of Special Education funds between schools, as best as possible.

If there is a need for one School to access funds from a different School in the Organization, temporary transfer of funds is allowable from a school with surplus funds to a school in need of funds. This type of transfer will take place as a Intra-Organizational Loan with Board approval and with the following terms:

- All intra-organizational receivables and payables that are settled or result in a zero balance as of the end of the fiscal year, as of the time the books for each school are closed, are not subject to any repayment terms or interest accruals.
- Any intra-organizational receivables and payables that are not settled to a zero balance as of the end of the fiscal year (as of the time the books for each school are closed) may be converted to an intra-organizational loan agreement, which will include the terms of repayment, the interest rate, which, if not zero, shall be reasonable, and the duration of the loan. The final terms of such a loan are subject to approval by the Board at the next regular meeting, but no later than prior to the completion of the annual audits.

Revenues

The Schools will record revenue on the modified accrual basis of accounting, consistent with generally accepted accounting principles applicable to special-purpose governmental units.

Reserves and Fund Balance

Each School will maintain a minimum cumulative ending fund balance as a “Reserve” that is at least ten thousand ($10,000) dollars. The goal for each school would be a minimum reserve amount that is equal to 3% of the annual expenditures, with an ideal target of 10% of annual expenditures. However, one purpose of the reserve funds is the use in a year when revenue is lower so that school services and programs do not need to be reduced. The cumulative ending fund balance, otherwise known as the School’s Reserves, will be considered “Unassigned/Unappropriated” unless the Board takes action to assign some or all of the Reserves to a particular designation.

Expenditures

Expenses will be recorded on a full accrual basis, if material, because they are always measurable when they are incurred.

Cash Management

A schedule of aged accounts and grants receivable is prepared monthly for each school. Aged account payables and receivables are also reflected in regular financial materials provided to the Director of Finance and key members of the Finance Department. Appropriate collection procedures are initiated, when necessary.

Outstanding checks aged over ninety days from the issue date will be flagged as outstanding and reviewed. After 180 days, the Finance Department will initiate follow-up procedures. This includes:

- Confirming with the vendor or payee whether the check was received.
- Reviewing mail delivery status and payment address.
- Determining if the check is lost or requires reissuance.

The Finance Department is responsible for tracking all receivables owed to CalOPS, including vendor credits, state or federal monies and third-party payments related to services or grants. No check should be withheld from the deposit unless it is legally imperfect (e.g., no maker signature). All account receivable

entries must be recorded in the financial system with appropriate documentation and reviewed as part of the reconciliation process.

CalOPS reserves the right to collect payment for any fees incurred due to checks that are returned for insufficient funds or other bank-related issues. The School should never provide cash to any individual or organization in exchange for their personal checks.

Credit memos and adjustments must be reviewed and approved by the Director of Finance or designee. All write-offs or uncollectible balances must be presented to the Superintendent for review and documented in the schools' financial records.

Electronic Cash Collections

CalOPS may accept electronic payments for approved activities through board-approved platforms such as Zelle or similar systems. All payments must be directed to official CalOPS accounts designated by the Finance Department. Under no circumstance may payments be sent to or accepted through personal accounts.

General Ledger

Each school will maintain its own accounting system, General Ledger activity and General Ledger closeout. To ensure that all General Ledger entries are current, accurate, and complete major controls have been established.

1. Timeliness of Entries — All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.
2. Support Documentation — All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.
3. Audit Trail — A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger to periodic reporting statements.

At the end of each month, a trial balance of all General Ledger accounts is prepared by the Financial Service Provider and reviewed by the Director of Finance. At the end of the fiscal year and after the annual audit, all income and expense accounts are closed out; and the general ledger balances must be aligned to the audited financial statements.

Compensations

Board Compensation

CalOPS Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred while engaging in CalOPS business. This may include communication stipends. All expenses need to be reasonable and allowable uses of public funds. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

The Board member incurring authorized expenses while carrying out the duties of the Schools will complete and sign a reimbursement report for the full board to review at the subsequent board meeting. The full Board will review the reimbursement report, and if they approve the report, it will be submitted to the Finance Department for payment.

Volunteer Compensation

Individuals volunteering with CalOPS shall do without compensation, but may be reimbursed for actual and necessary expenses incurred while engaging in CalOPS business. All expenses need to be reasonable

and allowable uses of public funds and pre-approved by the Director of Finance or designee. Eligible travel expenses and amounts will follow the employee eligible expenses outlined in this policy.

Executive Compensation

At the time of hiring or increasing the compensation (including benefits costs) of any executive leadership position, the Board will review a comparison of salaries for such positions or positions with similar job duties at comparative schools or organizations and make a determination, to be recorded in the minutes of the Board, that the proposed compensation for each position is “just and reasonable”. The compensation study will be performed by an independent consultant or legal counsel who reports directly to the Board of Directors, not a subordinate of any of the executives.

Employee Compensation

Employees will be paid based on their position on the Board approved salary structure determined at the time of hire or most recent position change. Employees will be compensated based on their contract as a CalOPS employee under the following categories: full-time or parttime and 12-month or 10-month.

Discretionary Incentive Pay Policy

Qualifying employees of California Online Public Schools, a nonprofit public benefit corporation may, from time to time, be awarded discretionary incentive pay subject to the terms and conditions of this Discretionary Incentive Pay Policy (“Policy”).

Employer shall determine, with board approval, the following: (1) if any incentive pay will be awarded; (2) the amount of the incentive pay to be awarded; (3) additional eligibility factors for incentive pay, if any; (4) the recipients of the incentive pay; and (5) when incentive pay will be awarded and paid to recipients. Employees shall have no expectation of receiving any incentive pay under this Policy and there is no guarantee that an employee’s receipt of incentive pay will result in receipt of any future incentive pay. This policy may be amended from time to time at the Employer's sole discretion, with Board approval

Minimum Eligibility Requirements

To be eligible for incentive pay under this Policy, the employee must, at a minimum, be listed as a paid employee by the Employer on the date the payment is to be made. The Superintendent, with Board approval, may impose additional eligibility requirements in his or her sole discretion.

New Hire Payment

To help CalOPS hire the best possible candidates for employment and/or to fill those positions that are difficult to fill or are high-need, the schools have discretion to offer newly hired employees a one-time hiring incentive payment of up to ten thousand ($10,000) dollars per employee, with Board approval. CalOPS may award new hire payments where the Superintendent and Board agree that any of the following conditions exist: the position is in high need, there is a lack of qualified applicants, there is an urgency to fill the position, and/or any other relevant consideration.

Retention Payment

The Board has the ability to approve Retention Payments to help CalOPS retain qualified employees, build institutional knowledge and promote stability throughout the school. Any such retention payment may be paid to the employee in installments over the course of the school year and the employee’s right to payment must be conditioned on his or her continued employment with CalOPS on the date the retention payment is to be made.

Performance Payment

The Board has the ability to approve Performance Payments to encourage and reward excellent performance. Determination of such payments, shall be based on any of the following achievements or contributions by the employee as an individual or by the school as a whole: curriculum development, student performance improvements, positive evaluations, and/or any other relevant consideration. Employees must have advance administrative approval to undertake curriculum development or other projects that could qualify for a performance payment.

Independent Contractors

If the Organization or School engages anyone to provide services who are classified as an Independent Contractor, the Organization will track and document the payments in a manner that will allow reporting to the IRS as required by law (https://www.irs.gov/businesses/smallbusinesses-self-employed/am-i-required-to-file-a-form-1099-or-other-information-return). A determination must be made in accordance with current state and federal guidelines as to whether a service provider qualifies as an Independent Contractor. If the contractor does not meet the currently recognized standards as an independent contractor, then that person may need to become an employee of the Organization in order to provide the service. The Finance Team and/or the Financial Service Provider in support of Human Resources will be responsible for the required annual reporting for all Independent Contractors hired directly by the Organization and/or Schools and will require appropriate documentation to support the proper reporting to the IRS and other applicable agencies, including collecting an IRS W9 form from each contractor upon engagement, and then as needed when information is updated by the contractor.

Payroll

Payroll responsibilities are shared between the Human Resource Department, the Finance Department and the Financial Services Provider and consist of personnel requirements, personnel data, timekeeping, payroll processing and execution tasks.

All appropriate payroll‑related documentation must be provided to the Human Resource Department and filed with other relevant personnel data before any wages can be paid. Items include a federal I‑19 form, state and federal tax withholding forms, and an accounting of the use of sick leave.

The Human Resources Department will establish and oversee a system to prepare time and attendance reports and submit payroll data to the Financial Service Provider to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. Payroll statements will be reviewed throughout the year to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. Payroll is processed within 10 days after the period in which it is earned for hourly and salary employees and delivered on the 10th and 25th monthly with adjustments made for holidays and weekends to be delivered the last business day prior to. Finance will ensure adequate funding is available for each pay period, conduct reconciliations of aged payroll checks, issue stop payments and work with the Financial Service Provider to have payments reissued. Payroll payments can be reissued if lost once a payment is verified as not cashed/sent or if a check has been voided due to our aging checks policy. Stolen checks may be reissued once a complete investigation with the school and the bank is conducted and a fraudulent activity claim has been made.

Timesheets

All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will submit and approve the completed timesheet. Incomplete timesheets will be returned to the supervisor and employee for revisions before the

pay period has been locked by the HR Payroll Team. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or submitting in the timesheet (such as an employee calling in sick), the employee is responsible for notifying their supervisor or the HR Payroll Team to make other arrangements for the timesheet to be submitted on their behalf.

The designated Human Resource employee will maintain written records of all full-time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated Human Resource employee will immediately notify the Executive Cabinet if an employee exceeds the accrued sick leave or vacation pay or has any other unpaid absences.

2. Records will be reconciled when requested by the employee. Each employee must

maintain personal contemporaneous records.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to non-exempt employees and is defined as hours worked in excess of eight (8) hours within a day. Any hours worked in excess of an employee's regular work schedule must be pre‑approved by the supervisor, unless it is prompted by an emergency. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Cabinet and Director of Finance for further guidance.

Payroll Taxes and Reporting

The Financial Service Provider will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted. The Financial Service Provider will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. The Financial Service Provider will prepare the quarterly state returns for unemployment and disability, review the forms with the Human Resource Department, and submit the forms to the state on behalf of the school upon request.

Student Attendance Accounting

The Director of Finance or designee, in consultation with the Director of Operations and the Executive Cabinet, will establish and maintain an appropriate attendance accounting system to ensure each School claims only the average daily attendance that it is entitled to under state law. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California regulations defining Charter School Average Daily Attendance (ADA). In doing so,

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.

2. The School's instructional calendar will include at least 180 days of instruction to avoid the fiscal penalty for providing fewer than 180 days of instruction as provided by regulations. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.

3. Independent study must be pre‑arranged by the student's parent or guardian and the School and that the parent or guardian will be required to complete and submit documentation of engagement in

instructional activity to the school in our student learning platforms as outlined by the school during orientation. Such study shall be in full compliance with law governing independent study.

Property and Liability Insurance

The Organization shall ensure that the School retains appropriate property and liability coverage in accordance with the respective state law. Directors and Officers liability insurance for the Board shall also be obtained. Insurance will be kept in force at all times with any minimum limits as outlined in the charter and state law. Certificates of insurance and/or additional insurance requirements will be provided upon request in order to meet the needs of the Organization and Schools. The Organization may also seek out and obtain additional insurance coverage, upon approval by the Board, if in the best interests of the Organization.

Assets and Liabilities

Bank Accounts

Bank Accounts for the indicated purpose and limitation(s) have been authorized by the Board of the Schools at a Federal Deposit Insurance Corporation (FDIC)-insured bank.

Petty Cash

In addition, each office may maintain a petty cash fund not to exceed three hundred ($300) Dollars. Petty cash may be used for minor school-related expenses under fifty ($50) dollars and will be reconciled monthly. If the balance drops below one hundred ($100) dollars, the front desk designee may request a replenishment from the Finance Department using a completed Petty Cash Replenishment Form and attached receipts. Receipts must accompany all disbursements.

All use of petty cash requires pre-approval from the Director of Finance or a designated staff member in the Finance Department. Unauthorized or undocumented use of petty cash may result in denial of reimbursement, revocation of access, and referral to Human Resources for potential disciplinary action.

Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, receiving reports or other approved documentation are recorded as accounts payable.

CalOPS will pay its vendors via check, ACH or wire transfers. Vendors are required to submit all invoices to finance@californiaops.com, sped-finance@californiaops.org or via mail. Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis or as determined by the Director of Finance.

Accrued Liabilities

Accounting entries that reflect expenses that have not yet been paid or logged under accounts

payable during an accounting period will be considered and recorded as accrued liabilities. Some costs are salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as an accrued liability when entitlement to payment occurs.

Liability for Compensated Absences

Payroll and the accounting teams will work together to appropriately record compensation that arise from employees' absences from employment due to personal time off leave. When the School expects to pay an employee for such compensated absences, a liability for the estimated probable future payments are accrued if all of the following conditions are met:

a. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.

b. The employee's right to receive the compensation for the future absences is vested or accumulates.

c. It is probable that the compensation will be paid.

d. The amount of compensation is reasonably estimable.

Compensated absences that are not required to be paid upon employee termination (e.g., paid sick leave) are only recorded when paid.

Debt

When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year and is recorded in the general ledger.

Loans, lines of credit, and other debt incurred on behalf of the Schools must be approved by the Board, and must specify all applicable terms, including the purpose of the loan, the interest rate and the repayment schedule. The Schools shall not make any loans to employees, Board members, or third parties.

Property and Facilities

Acquisitions and disposals of assets are carefully documented by the Finance Department with the support of the IT Department. There are two types of assets: depreciable assets, also known as capital assets (this includes land even though it is not depreciated), and assets the Schools will track for inventory purposes but not depreciate. When applicable, all assets purchased, shall be registered in the name of the Organization and not the name of an individual.

Cost basis is not the market value or list price of an asset; rather, it is the total amount invested in the purchase or the total amount paid, whether paid in cash or received in kind. The cost basis should include all charges related to the purchase, including the purchase price, sales tax, freight charges, and installation charges if applicable.

Asset purchases that cost Five Thousand ($5,000) Dollars or more and have a useful life of more than one year will be capitalized and depreciated. Remodeling of facilities and replacement of structural components are capitalized only when their cost exceeds Fifty Thousand ($50,000) Dollars.

The Financial Service Provider or local contractor shall establish, maintain and regularly update a listing of all equipment or furniture purchased by the Schools of with a value of over Five Thousand ($5,000) Dollars. When the individual piece of equipment or furniture has an initial value over Five Thousand ($5,000) Dollars it will be considered a capital asset rather than a noncapitalized expenditure. The listing shall include the original purchase price and date, a brief description, serial numbers or other identifying information when available, and other information appropriate for documenting the School’s assets. The School shall maintain a separate segregated list of assets that were purchased with non-public funds, where applicable.

Inventory Management

The IT Department or designee shall establish and maintain an inventory of all non-consumable goods and equipment worth over five hundred ($500) dollars. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

Constructed or Donated Equipment

Any equipment constructed by School employees or donated to the School will be received and managed by the Finance Department if the item has a value of five hundred ($500) dollars or more. The report will include a complete description of the property, the date it was manufactured or received, the number of items, the cost or estimated value, and a statement indicating whether it was constructed by employees or donated.

Donated equipment becomes the property of the School. Also, the Superintendent or designee should approve the donation. If the equipment has no reasonable use or purpose for the Schools, the donation should not be accepted.

Standard Issued Equipment

All individuals associated with CalOPS will be issued the established standard equipment based on their association with the school and responsibilities. Users are responsible for the security of the equipment and its contents and will be held responsible for mismanagement. No user may use any of the School's property, equipment, materials, or supplies for personal use. Equipment must be returned when the users association with the school concludes. All materials should be returned to the instructed location within 30 days following the separation.

Equipment recipients are responsible for storing their equipment and all passwords in a secure location. Any lost or damaged equipment should be reported to the IT department as soon as possible. The IT Department should determine the proper course of action and should notify the

School's insurance carrier and any outside authorities if deemed appropriate. If the asset is not recovered, it can be removed from the asset records.

Board Issued Equipment

All CalOPS Board Members will be offered equipment to facilitate communication and aid in the oversight of the Schools in respect to their outlined board responsibilities. These tools are to include but not limited to a standard ipad.

Staff Issued Equipment

All CalOPS staff will be issued a standard laptop, mouse, keyboard, monitor, and USB hub. Staff in specified departments may receive additional equipment based on their daily job responsibilities.

Student Issued Equipment

Students are issued at minimum a laptop, mouse, and keyboard. Other items can be issued if deemed warranted by the Executive Cabinet or outlined in a student's IEP. Equipment not documented in an IEP and over the amount of One Thousand ($1,000) Dollars will be shared with the Board in its subsequent board meeting package.

Disposal of Property and Equipment

No item of property or equipment shall be removed from the premises without prior approval from the Executive Cabinet and Director of Finance. When property is retired, the appropriate asset in the fixed asset schedule will be adjusted and properly reflected in the accounting system.

The Organization will follow the established laws pertaining to the disposal of school district surplus and obsolete equipment.

Transfers of items between CalOPS sites require approval from the Superintendent or Director of Finance. If assistance with moving items is needed, the Equipment Transfer Request Form must be submitted to the Finance Department.

Items with an original cost over one thousand ($1,000) dollars cannot be disposed of without approval from the Superintendent or the Director of Finance in accordance with state and federal law. Items originally costing less than one thousand ($1,000) dollars may be disposed of locally at the discretion of the Director of Finance in accordance with state and federal law, but documentation of the disposal must be maintained. Under no circumstances are items to be given away or sold to students, staff, or others.

Surplus items that still have value to CalOPS (Excess Equipment) must go through evaluation and appropriate disposition. To request the removal of surplus items, the Surplus Equipment Declaration Form must be completed and submitted to the Finance Department. Items will be

moved based on available resources and priorities. Information about functional surplus or excess items that may be available for use can be obtained from the Finance Department.

Leasing Agreements

A lease can be classified as either a finance lease or an operating lease. The Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, describes the criteria for determining which of these two classifications applies. A lease will be classified as a finance lease if any one of the following criteria is met at lease inception:

- The lease transfers ownership of the asset to CalOPS by the end of the lease term.
- The lease contains a purchase option that the CalOPS is reasonably certain to exercise.
- The lease term is for the major part of the remaining economic life of the underlying asset.
- The underlying asset is so specialized in nature that it is expected to have no alternative use to the lessor at the end of the lease term.

If none of the above criteria are met, the lease is classified as an operating lease.

Any lease for which none of the four preceding statements is true or that is immaterial in nature will be recognized and accounted for as an operating lease. An operating lease is similar to a rental agreement in that the monthly lease costs are expensed.

The School, through the District Office, will maintain a list or inventory of capital leases and operating leases; the list should include all relevant lease terms.

Lease Improvements

Leasehold improvements, including painting, will be capitalized if they relate to the occupancy of a new facility or a major renovation of an existing facility and meet the capitalization threshold of Fifty Thousand ($50,000) Dollars.

Repairs

Expenditures for maintaining equipment or an existing building are not capitalized; they are expensed as a repair.

Purchasing and Procurement

The Executive Cabinet, Principals and Directors may designate staff from the extended leadership team: Assistant Principals and Assistant Directors submit purchasing requests on behalf of their departments to the Finance Department. All authorized staff must be submitted to the Director of Finance or Designee for final consideration. Any individual requesting an authorized purchase on behalf of the school must provide the Finance Department with appropriate documentation for the approval of the purchase requests. No individual other than

those specified are authorized to make purchases request without pre-approval from the department head and the Director of Finance or designee.

All authorized purchases should be processed through the Finance Department. In the rare instance when a purchase must be made using personal funds, the purchase must still have an approved Purchase Request on file prior to the purchase being made and will be promptly reimbursed upon receipt of appropriate documentation of the purchase.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed.

All proposed non-payroll purchases and invoices are reviewed by the Finance Department for required vendor documentation and to ensure alignment with the Board-adopted budget and any applicable contracts. Payment cannot be processed until the vendor's profile is fully established and approved by the Finance Department. All purchases, contracts, or check requests of ~~twenty thousand ($20,000)~~ one hundred thousand ($100,000) dollars or more require Board approval. This includes vendor contracts, even if the expenditure is budgeted.

CalOPS is committed to all procurements being completely impartial and based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc. All purchases will be reviewed to ensure they are in the best interests of the Schools and their funding sources. CalOPS will seek to obtain maximum value for all expenditures while acting above suspicion of unethical behavior at all times and avoiding any conflict of interest.

Comparable Bids

To ensure that public funds are spent responsibly, that vendors are given fair and equal opportunity to compete for CalOPS business, and that purchasing decisions reflect sound value rather than price alone, the Organization will follow a tiered comparable bids process based on the estimated dollar value of the purchase, contract, or service agreement.

- Purchases under $20,000: No formal comparable bids process is required. Staff should exercise prudent judgment to obtain fair market pricing and are encouraged to informally compare vendor pricing where practical.
- Purchases between $20,000 and $100,000: Staff must obtain and document a minimum of one (1) other comparable bid, in addition to the vendor or contractor selected, from a qualified vendor or contractor whenever reasonably feasible. A comparable bid may consist of a formal quote, published pricing, a proposal, or other documented pricing information sufficient to allow a meaningful comparison. Staff must prepare a brief written comparison summarizing the bids received, including price, qualifications, and any other relevant factors considered, and this comparison must be reviewed and approved by the Director of Finance prior to award. If another comparable bid cannot be obtained, the requesting staff member must document the reason in writing for the Finance Department's records.
- Purchases of $100,000 or more: Staff must obtain and document a minimum of three (3) written comparable bids from qualified vendors or contractors whenever reasonably feasible. A comparable bid may consist of a formal quote, published pricing, a proposal, or other documented pricing information sufficient to allow a meaningful comparison. Staff must prepare a brief

written comparison summarizing the bids received, including price, qualifications, and any other relevant factors considered, and this comparison must be reviewed and approved by the Director of Finance prior to award. If three comparable bids cannot be obtained, the requesting staff member must document the reason in writing for the Finance Department's records. Awards shall be made to the vendor offering the best overall value to CalOPS, considering price, qualifications, delivery timelines, quality, and other relevant factors, with the basis for award documented in writing. All purchases at this threshold require Board approval as outlined elsewhere in this policy.

Purchase Splitting Prohibited

Staff may not divide or structure a single purchase, project, or ongoing need into multiple smaller purchases, contracts, or purchase orders for the purpose of avoiding the comparable bids requirements or Board approval threshold outlined above. The estimated dollar value used to determine the applicable tier must reflect the reasonably anticipated total cost of the good, service, or project, including any renewal periods, extensions, or recurring purchases of the same or similar goods or services from the same vendor within a twelve (12) month period. Staff who are uncertain whether a series of related purchases should be aggregated for purposes of this policy should consult with the Director of Finance prior to initiating the purchase.

Exemptions from the Comparable Bids Process

The following are exempt from the comparable bids requirements above:

- Contracts for services provided by a public agency, another government entity, or a utility where no competitive market exists.
- Sole source purchases, where only one vendor can reasonably provide the good or service, provided the sole source justification is documented and approved by the Director of Finance.
- Emergency purchases necessary to protect the health and safety of students or staff, or to prevent significant interruption to school operations, provided such purchases are reported to the Board at the next regular meeting.
- Renewals or extensions of existing contracts previously subject to a comparable bids process, provided the terms remain substantially the same.
- Purchases made through established cooperative purchasing agreements, piggyback contracts, or other government purchasing programs that have already conducted a competitive process.

Purchase Requisition

Authorization to make purchases is granted by the Director of Finance and is limited to personnel who have completed procurement training and have been assigned purchasing responsibilities.

All purchase requisitions must be submitted through the school's designated purchasing system or form. Requisitions must be reviewed and approved by the CalOPS administrator or their designee and then submitted to the Finance Department for budget verification and final processing. Unauthorized purchases made without proper requisition and approval may not be reimbursed and may result in disciplinary action.

Purchase Orders

The Finance Department will issue Purchase Orders, when applicable upon the approval of a Purchase Requisition. All Purchase Orders and Payment Requests must be signed by a member of the Executive Cabinet, Principal or Director and the Director or Assistant Directors of Finance. Purchases Orders will be reconciled regularly by the Finance Department for timely closures and accurate financial reporting.

Purchasing Deadlines

To ensure timely processing of orders and compliance with fiscal year closeout procedures, all Purchasing Requisitions must be submitted to the Finance Department by April 30th of each fiscal year. Exemptions can be made on a limited basis for urgent matters and end of the year activities that cannot meet the deadline due to variables outside of the organization's control.

Staff Events and Field Trip Supervision

CalOPS may authorize staff and students to attend in-person events in support of instruction, enrichment, and community building. Events may include academic competitions, curriculumbased field trips, student showcases, required schoolwide training, and/or staff planning retreats.

Staff Participation

The following events are designated as required for applicable staff:

School-Wide:

- Back-To-School Conference
- Beginning-of-the-Year Festival*
- Mid-Year Festival*
- End-of-Year Festival*
- State Testing

Grade Level Specific

- High School Graduation*
- Administrative and Instructional Retreats

*Not required for out-of-state staff. If participation is warranted it must be pre-approved by the staff's grade level administrator in coordination with the Director of Finance or designee. Supervisors may assign other duties or participation tasks in replacement of physical travel. Travel and associated costs (e.g., mileage, lodging if eligible) must align with the CalOPS travel policy and be submitted through the standard pre-approval process.

Student Activities

CalOPS encourages credentialed teachers to plan, coordinate and supervise student activities for the purpose of socialization, celebration, and academic enrichment. These activities serve as an extension of the instructional program, peer interaction, and school community engagement. Teachers must have approval from their supervisor prior to the execution of any activity. A Purchase Requisition must be completed for all expenses associated with the activity. Staff attendee's reimbursements must align with this Fiscal Policy.

All teachers and staff participating in the student activity must have access to emergency contact information, student medical needs, and a communication plan in case of emergencies.

Field Trips

All student field trips must meet CalOPS' established safety and supervision standards, including appropriate student-to-teacher ratios, guardian participation, and transportation guidelines when applicable. CalOPS will not be responsible for the participation of non-CalOPS students or guests. Costs

associated with guardians or non-CalOPS guest attendees must be covered independently and are not eligible for reimbursement.

Events

CalOPS staff may organize school-sponsored student events such as prom, grad night, meetups, festivals, and other enrichment activities to support student engagement and social connections. All events must align with CalOPS' safety and supervision standards. Some events may require CalOPS' students to pay a participation fee that is not eligible for reimbursement. CalOPS will not be responsible for the participation of non-CalOPS students or guests. Costs associated with guardians or non-CalOPS guest attendees must be covered independently and are not eligible for reimbursement.

Staff Expenses and Travel Reimbursements

CalOPS reimburses necessary business travel and related expenses for employees and members of the Board of Directors in alignment with public fund policies. Reimbursement is limited to travel that serves an official school purpose and follows CalOPS' Fiscal Policies. Reimbursable expenses must be reasonable, documented with original itemized receipts, and pre-approved.

Eligible travel includes:

- Lodging
- Mileage
- Meals
- Transportation (e.g., airfare, car rental)

Travel must be pre-approved using the designated travel request process. Lodging and flights must be secured using a CalOPS' district credit card or by the Finance Department. Additional details will be outlined in the Travel Policy.

Lodging

As stated in the previous paragraph, lodging and flights must be secured using a CalOPS' district credit card or by the Finance Department. Employees may not book their own hotel stays for reimbursement. Once a hotel is booked, any changes, upgrades or extensions to stays will not be covered by CalOPS without prior approval by the Finance Department or Superintendent.

Hotel arrangements may be requested under the following conditions:

- If the work location is 30 miles or more from the employee's home AND the assignment is two or more days, the employee may request lodging starting after the first day of work and ending the morning of the last day.
- If the work location is 90 miles or more from the employee's home AND the assignment is one day only, the employee may request lodging for the night before the assignment.

~~***Meal Reimbursements***~~ ***Meal Reimbursement (Per Diem)***

~~Staff will be eligible when non-local travel is required for business purposes. Meal reimbursements must comply with CalOPS thresholds: $25 for breakfast (eligible if travel begins before 7:00 a.m.), $25 for lunch, $40 for dinner (eligible if travel ends after 7:00 p.m.). When meals are included in conference or event registration, outside meals are not eligible for reimbursement.~~

CalOPS provides a per diem meal allowance for staff traveling on approved CalOPS business, in lieu of itemized meal reimbursement. The per diem is intended to cover the reasonable cost of meals while traveling and does not require submission of itemized meal receipts.

Daily Per Diem Rate

The maximum daily meal per diem is $100, allocated as follows:

- Breakfast: $25
- Lunch: $25
- Dinner: $50

Employees are not required to substantiate the actual cost of individual meals. The per diem is paid at the applicable daily or partial-day rate described below, regardless of actual amount spent, provided the underlying travel has been approved in accordance with this policy.

Partial Travel Days

For travel days that do not cover a full 24-hour period, the per diem shall be prorated based on the meals reasonably available to the employee given their departure and return times, as follows:

- Breakfast ($25): payable if travel begins at or before 7:00 a.m.
- Lunch ($25): payable if travel includes the period between 11:00 a.m. and 2:00 p.m.
- Dinner ($50): payable if travel ends at or after 7:00 p.m.

An employee may claim only the per diem amounts corresponding to meals reasonably encountered during travel, based on the above schedule, for the first and last day of travel. Full per diem ($100) is payable for each full day of travel in between.

Meals Provided at No Cost

If a meal is provided at no cost to the employee — including meals included in conference or event registration, airfare, lodging, or otherwise furnished by a third party — the per diem for that meal shall be excluded from the employee's reimbursement for that day. For example, an employee whose lunch is included in a conference registration fee may claim only the breakfast and dinner per diem amounts for that day.

Documentation and Substantiation

To maintain compliance with IRS accountable plan requirements, employees must submit a travel itinerary or trip summary identifying the business purpose of the trip, dates and times of departure and return, and destination. No itemized meal receipts are required. Per diem payments made in accordance with this policy and properly substantiated as to business purpose, time, and place are not treated as taxable wages to the employee, except as required by law for meal per diem paid for single-day travel that does not include an overnight stay, which may be treated as taxable income in accordance with IRS rules.

Transportation Reimbursements

Staff may be eligible for mileage reimbursements, rental car reimbursements or air travel for approved school-related business, based on the guidelines below. All travel must be preapproved by the staff's Principal or Director and is subject to reasonable Public Funds Policies, including practical and cost effective considerations that could override the following:

Mileage and Transportation Thresholds:

- 0-350 miles (one way): Reimbursement will be based on the current IRS mileage rate.
- 351+ miles (one way): Staff must travel by air.

Rental cars will only be reimbursed when travel is not local and the staff travels to or from an airport or hotel for business purposes. All other travel will be subject to mileage reimbursement only.

Mileage Reimbursement Requirements

Mileage will be reimbursed at the current IRS rate. Reimbursements must be submitted through Concur and must include the purpose of travel, event dates, total miles driven and any special written approvals if applicable. Reimbursement claims should be submitted within 30 days of the event.

Rental Car Use and Reimbursements

Rental Cars are only reimbursed in rare circumstances; for instance, when a staff does not have access to their own means of transportation because the approved business related event is not in

their local area and air travel was required for attendance. Rental cars are not reimbursable solely because an employee does not have access to a personal vehicle.

Rental cars beyond mid-size will not be reimbursed unless given prior approval by the Director of Finance. This approval is reserved for special circumstances such as carpooling and/or transporting supplies or equipment for business purposes. Requests for larger vehicles (SUVs or vans) must include written justification.

The following rules apply to rental car use:

- Fuel costs are reimbursable with original itemized receipts.
- Staff must re-fuel the vehicle before returning it to avoid additional charges.
- Optional insurance coverage (e.g., collision damage waiver, liability insurance) will not be reimbursed unless it is pre-approved by the Finance Department and determined necessary.

Failure to comply may result in the denial of reimbursement and additional restrictions on future travel privileges. Repeated misuse or submission of ineligible expenses is considered abuse of public funds and may also result in actions led by Human Resources including but not limited to potential disciplinary action.

Temporary Living Arrangement (TLA) Reimbursements

CalOPS staff are dedicated to ensuring that students do not face barriers to accessing academic and extracurricular activities [42 U.S.C. § 11432(g)(1)(F)(iii)]. Students that meet the relevant eligibility criteria under the McKinney Vento Act (MKV Act) will be identified as Temporary Living Arrangements (TLA) students and will be considered for additional resources to ensure their access to our curriculum, materials and program are sufficient for academic growth. Expenditures must align with their educational pursuits and need for academic focus and engagement.

CalOPS is not responsible for directly covering costs or waiving fees for extracurricular activities. Support for needs beyond those required for academic instruction may not be funded by the Schools, however, when known, staff should involve the appropriate team that will attempt to connect immediate resources from other agencies to help support such costs.

All purchases and reimbursement claims must follow the Purchasing and Procurement standards including pre-approval. The Finance Department reserves the right to deny claims that do not relate directly to the school support plan, comply with policy guidelines or lack appropriate documentation. Staff will not process payments that would be deemed gifts of public funds.

Family Reimbursements for School-Hosted Events

Families may be eligible for reimbursements related to costs for approved school-hosted events. Reimbursements are contingent upon prior approval by the Finance Department and must align with allowable use of public funds policies.

Eligible reimbursements may include travel, meals, or lodging costs for CalOPS-enrolled students only, when attending a pre-approved school-sponsored academic or enrichment event. In limited cases, expenses related to a guardian may be considered for reimbursement, but only with prior written approval from the Finance Department and where such expenses are deemed necessary to support the student's participation.

The Finance Department reserves the right to deny claims that do not comply with policy guidelines or lack appropriate documentation.

Fundraising, Donations, and Grants

While the majority of the revenues for the Schools are from government sources, the Schools can receive donations from private sources. All such monies must be tracked separately from the Schools' allocated revenues.

Donated funds must be used according to donor intent and applicable restrictions. For all donations, the recipient collecting the funds on behalf of CalOPS must submit a completed Donation Information Sheet with the deposit for all cash donations and all property (tangible goods). If the donation exceeds five thousand ($5,000) dollars in value, it must first be accepted by the action of the Board and the donor should indicate the purpose of the donation and any restrictions on use so the Board can determine whether to accept the donation and abide by any restrictions. Donated funds should not be used to pay for personnel costs, unless otherwise approved by the Board. If a single donation of two hundred fifty ($250) dollars or more is received, the Organization will issue a written acknowledgement to the donor.

Fundraising campaigns and grant applications must be pre-approved by the Superintendent. In order to be approved, the individual planning the fundraiser must submit a proposal in advance of the event so that all fundraising efforts may be coordinated. At the conclusion of all approved fundraisers, the planner of the fundraiser must complete a Fundraiser Close Out Form summarizing cost, monies received and overall participation details. Submission of this form should be provided to the Superintendent and Director of Finance.

Fundraising or grant solicitation activities over one hundred thousand ($100,000) dollars on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Students and/or Staff may on occasion organize fundraisers that benefit other charitable organizations or private persons (for example a family experiencing a severe loss), but funds for these activities should not flow through the Schools' accounts and funds should go directly to the organization who is benefitting from the fundraiser.

No staff member is to accept any special gifts or bonuses as a result of fundraising efforts or any efforts done on behalf of CalOPS.

Coversheet

Approval of East West Line of Credit (attached)

Section:	VII. Action Items
Item:	D. Approval of East West Line of Credit (attached)
Purpose:	Vote
Submitted by:	
Related Material:	260908 East West Bank Line of Credit BIM - CalOPS.pdf CalOps RLOC LOI 2026.pdf DRAFT East West Bank Term Sheet - Cal Ops $25MM LOC.Jul26 (1).pdf CalOPS Banking Proposal- Wells Fargo (1).pdf

California Online Public Schools

Board Information Memo

SUBJECT: East West Line of Credit

Category (Contract Approval, Policy, Personnel, General Approval. etc.): Contract Agreement
Date: 09/08/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): Fiscal Policy
Decision Type (Action Item, Information Only, etc.): Action Item

Background (Brief Summary of Background Information):

As part of the transition from closing California Online Public School Southern California, authorized by Capistrano Unified School District (CUSD) and opening California Online Public School Southern California, authorized by the Orange County Department of Education (OCDE), the California Department of Education (CDE) and other oversight agencies recognize the school as a new charter school.

Although the organization is continuing its educational program and service to students, the new OCDE-authorized charter must complete the same operational and funding steps required of any newly established charter school. These steps include obtaining a charter school number, securing a County-District-School (CDS) code, and completing the processes required to initiate Local Control Funding Formula (LCFF) payments.

After a charter petition is approved by its authorizing district or county office of education, the chartering authority must request a charter school number from the State Board of Education (SBE). State law requires the SBE to assign charter numbers in the order that requests are received. Each charter number is associated with one approved charter petition and allows the State to track charter schools for authorization, operational, and statutory-cap purposes.
The timing of charter-number assignments is tied to CDE submission deadlines and the SBE meeting calendar.

Deadline to Submit to the CSD	SBE Meeting Dates
July 7, 2025	September 10–11, 2025
September 8, 2025	November 5–6, 2025
November 3, 2025	January 14–15, 2026
January 5, 2026	March 11–12, 2026
March 2, 2026	May 6–7, 2026
May 4, 2026	July 8–9, 2026
July 6, 2026	September 9–10, 2026
September 7, 2026	November 4–5, 2026

Because OCDE authorization was not received until June 3rd, 2026, the request for a new charter number could not be submitted to the Charter Schools Division (CSD) prior to the July 6th deadline window and therefore pushed the assignment of the charter number by the SBE to September 9th-10th.

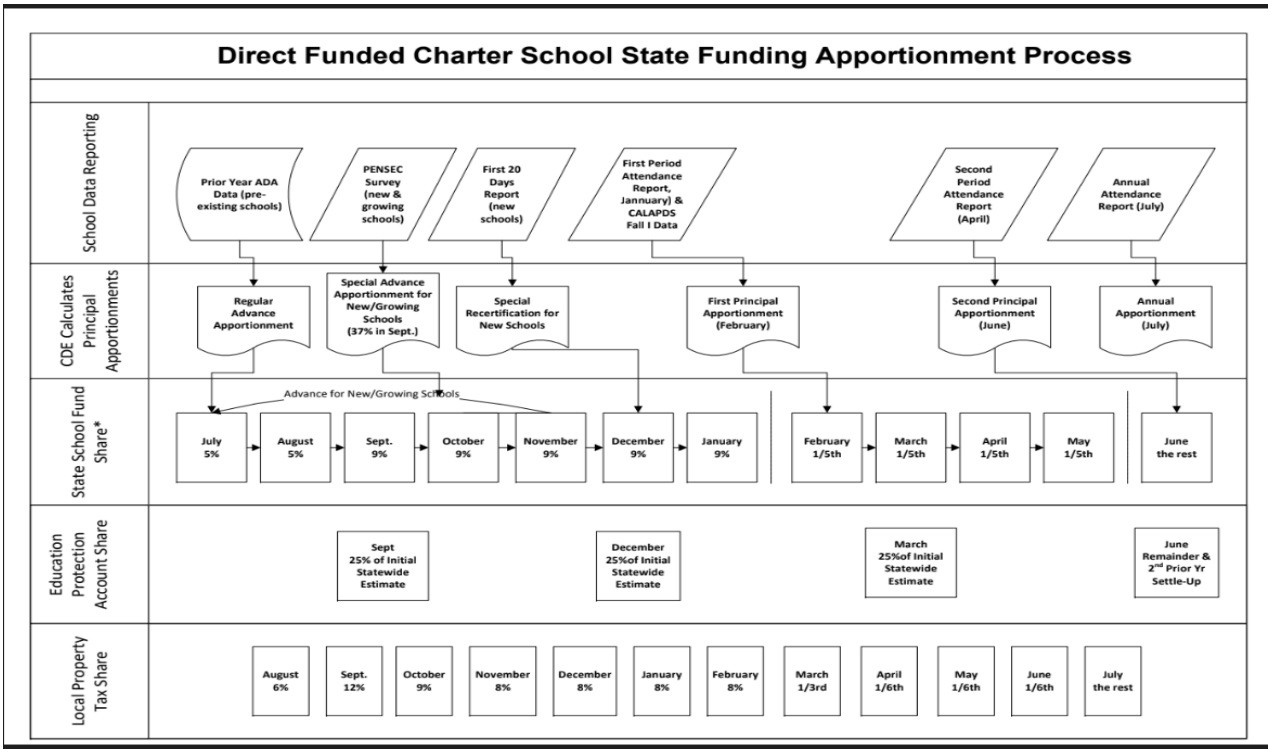
In addition, every new charter school must obtain a CDS code. The CDS code may be requested up to one month before the SBE meeting at which the charter number will be assigned. The organization has completed this step.

To begin receiving State funding, a newly opened charter school must complete the PENSAC process by July 31 in order to be included in the State's regular LCFF payment schedule. Completing PENSAC requires a CDS code.

Because of the timing of OCDE authorization and the related charter-number and CDS-code processes, CalOPS was unable to meet the July 31 PENSAC deadline. As a result, the school will not be eligible for advance LCFF payments that otherwise would have been received in October and November. Based on the budget projections submitted in June for the 2026–27 school year, these advance payments would have represented approximately 37% of the school's projected annual revenue.

The school will, however, meet the next available funding milestone: the First 20 Days Report. This special recertification process is available to new schools and allows LCFF allocations to be calculated and distributed beginning in December. Based on the authorizer's revenue pass-through schedule, the organization anticipates receiving these funds in January or February.

The funding model below summarizes the expected timing of the school's LCFF revenues.



The delay between the start of school operations and receipt of the first major State funding payment creates a temporary cash-flow gap.

CalOPS Southern California, authorized by OCDE, serves the organization's largest student population and therefore generates the highest level of revenue across the organization. Under the prior charter authorized by CUSD, revenue generated by these students helped support organization-wide cash flow, including early-year costs such as payroll and operating expenses. Intercompany balances were monitored and reconciled regularly through the organization's due to/from process.

Under the new OCDE-authorized charter structure, the delayed LCFF funding creates a different timing challenge. During the first months of operations, the organization must continue to fund payroll, facilities, instructional materials, technology, insurance, and student services before the delayed State revenue is received. Maintaining sufficient liquidity during this period is essential to ensure that students and families experience no disruption in services or educational quality.

Leadership has evaluated two complementary options to manage this temporary cash-flow gap:

1. Internal borrowing: Temporarily transfer funds from the closing charter to the new charter, with the transaction tracked monthly through the due to/from line on the organization's cash-flow statements.
2. Revolving line of credit: Establish a low-interest revolving line of credit to serve as a backup source of short-term liquidity, if needed, until LCFF payments are received.

Leadership has discussed these options internally and consulted with Charter Impact, School Services of California, and financial institutions. Based on these discussions, staff recommends maintaining both options.

Rationale (Why is this important and why is this coming to the Board):

The organization anticipates that California Online Public Southern California, authorized by OCDE, will temporarily borrow approximately $25 million from the approximately $28 million available through the California Online Public Southern California charter previously authorized by CUSD and now closing. This internal borrowing will be reflected and monitored through the monthly due to/from balances in the organization's cash-flow statements.

Current cash-flow projections indicate that the organization's lowest cash balance will occur in December. At this time, staff does not anticipate drawing on the revolving line of credit. However, the projected cash margins are sufficiently narrow that establishing the credit facility is prudent.

The revolving line of credit would provide a guaranteed source of liquidity in the event of unexpected changes in State payment timing, economic conditions, political or legislative developments, enrollment fluctuations, or other operational emergencies. It would supplement—not replace—the organization's internal borrowing capacity.

Establishing this facility allows the organization to protect uninterrupted school operations, meet its obligations to employees and vendors, and continue providing students and families with the high-quality academic program envisioned in its mission.

Staff recommends proceeding with East West Bank's $25 million revolving line of credit, subject to final documentation and legal review.

The line of credit is intended to serve as a contingency resource—not as a planned source of operating revenue. The organization will first use available internal borrowing capacity to manage the temporary cash-flow gap. The revolving line of credit would be accessed only if necessary after internal funding options have been used or are no longer sufficient.

This approach is designed to minimize borrowing, interest expense, and bank fees while ensuring that CalOPS has reliable access to funds if unexpected circumstances arise. It provides an additional safeguard against the known delay in LCFF funding for California Online Public Schools Southern California, authorized by OCDE, and helps protect uninterrupted services for students, families, employees, and vendors.

Evidence of Due Diligence:

With support from Charter Impact, CalOPS solicited and reviewed proposals from three financial institutions for a $25 million revolving line of credit:

- East West Bank
- Hanmi Bank
- Wells Fargo

The purpose of this process was to identify a dependable, cost-effective source of short-term liquidity in the event it is needed to bridge the anticipated delay in LCFF funding for California Online Public Schools Southern California, authorized by OCDE.

Wells Fargo's proposal was determined to be materially less favorable than the proposals received from East West Bank and Hanmi Bank. Hanmi Bank initially presented the most favorable terms. Because East West Bank is expected to become CalOPS' primary financial institution, leadership asked East West Bank to review Hanmi Bank's proposed terms and determine whether it could provide comparable pricing and conditions.

East West Bank agreed to match Hanmi Bank's offer. As a result, East West Bank provides terms comparable to the strongest competing proposal while also supporting the organization's broader banking relationship and operational needs.

Fiscal Impact:

East West Bank Revolving Line of Credit: Plain-Language Summary

East West Bank has proposed a revolving line of credit of up to $25 million to provide temporary working capital while the school waits for delayed LCFF funding. A revolving line of credit works similarly to a credit card for an organization: funds are available if needed, but the school only pays interest on the amount it actually borrows.

The proposal also includes the possibility of increasing the line by up to an additional $5 million, subject to the bank's future credit approval.

Cost of Borrowing

The interest rate would change over time because it is tied to the one-month SOFR benchmark rate, plus 2.00%. At the time the proposal was prepared, the starting interest rate was 5.74%.

There is:

- No facility fee simply for having the line of credit available; and
- No prepayment penalty, meaning the organization may repay borrowed funds early without an additional charge.

Interest would be paid monthly. Any amount borrowed would generally be repaid in full when the line of credit matures on 6/30/2028.

The organization would be responsible for the bank's due-diligence and legal expenses related to establishing the line of credit, whether or not the transaction ultimately closes.

How the Loan Would Be Secured

East West Bank would have a first-priority claim on the school's State funding payments as security for the line of credit. In practical terms, the bank would be repaid from State revenues received by the organization before those funds could be used for other purposes, if repayment were required.

The organization would also establish its main operating accounts with East West Bank and maintain its material banking accounts there during the term of the facility. State payors would be directed to send payments into designated East West Bank accounts.

The proposal includes a provision that could allow the bank to take greater control over incoming cash if certain specified conditions occur. This is a customary lender protection and should be reviewed carefully as part of final loan negotiations and legal review.

Financial and Reporting Requirements

As part of the agreement, the organization would be expected to demonstrate that it remains financially stable. The proposed requirements include:

- Maintaining annual revenues at least equal to annual expenses;
- Demonstrating sufficient cash flow to cover debt-related obligations;
- Maintaining average daily student attendance above 90%, tested twice per year;
- Following an agreed-upon plan for when and how the line of credit may be used; and
- Providing regular financial information to the bank, including budgets, audits, tax returns, monthly attendance reports, Board packets, and significant notices from the authorizer.

Important Considerations

This proposal is an indicative term sheet, meaning it outlines the bank's current proposed terms but is not yet a final, binding commitment to lend. Before closing, the transaction would still require:

- Board approval;
- Final credit approval from East West Bank;
- Completion of the bank's financial and operational review;
- Agreement on final loan documents and financial requirements; and
- Legal review and satisfactory documentation.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable): Motion to approve East West Bank Line of Credit

Prepared/Recommended/Approved By: LaChelle Carter, Director of Finance

Docusign Envelope ID: 44952538-2479-8A07-8181-1D2FB75B1D5 California Online Public Schools (CalOPS) Board Meeting - Agenda - Tuesday September 8, 2026 at 5:00 PM
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Hanmi Bank™

LaChelle Carter, Director of Financial Services
California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675-4842

June 11, 2026

Dear Ms. Carter

Hanmi Bank ("**Bank**") is pleased to provide this Conditional Letter of Interest which sets forth the terms by which the Bank proposes to provide a credit facility to support business needs for you **which supersedes all previous correspondence.** This letter outlines, in summary format, some general terms and conditions pursuant to which Bank proposes to establish a credit facility. **This is not a commitment to extend credit in any form and remains subject to further due diligence, Bank credit committee approval and execution of formal loan documentation all in a form satisfactory to Bank and its counsel in its sole discretion.**

The basic points, terms and conditions for the proposed credit facility include, but are not limited to the following:

Borrower(s)	California Online Public Schools (CalOPS)
Type of Facility	Revolving Line of Credit
Loan Amount	Up to $25,000,000.00 Revolving Line of Credit.
Purpose	The RLOC provides working capital financing for CALOPS to facilitate its operations and to allow it to provide support as needed to the CALOPS Schools for growth, seasonal needs and working capital and for tenant improvements.
Rate	The rate will be Wall Street Journal Prime minus 1.00%; floating. The indicative rate as of the date of this letter would be 5.75% (6.75%-1.00%) or One Month CME SOFR plus 2.00%; floating. The indicative rate as of the date of this letter would be 5.62% (3.62%+2.00%).
Repayment	Interest only payable monthly on Revolving Advances. Principal due at maturity.

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Maturity	One Year.
Loan Fee	None. Based on deposit relationship of CALOPS expected to be moved to Hanmi Bank within 120 days of closing on this loan. If the deposit relationship is not moved to Hanmi Bank within 120 days of closing on this loan, the annual loan fee of 0.25% or $62,500 would be due and payable at that time.
Closing Costs	Please be aware that these costs are **estimates.** In addition to the fees disclosed above, Borrowers pay actual costs including but not limited to the following: 1) Outside legal expense, if necessary
Collateral	1st Position UCC-1 broad form filing on all assets of CALOPS.
Advance	Advances on the RLOC may be made using Borrower's HB online treasury management access in addition to by facsimile, email or telephone. Quarterly, within 30 days of each quarter-end, Borrower to supply an Advance Certification Form to include a certification by Borrower of CALOPS's current aggregate ADA as of the most recent quarter end, compared to the aggregate ADA for the corresponding quarter end from one year ago, has not declined by more than 10%, along with its Quarterly ADA reporting.
Guarantor(s)	None. Borrower is a 501c3 non-profit corporation with no shareholders.

General Requirements:

1. CPA audited financial statements annually, as soon as available but before the later of (i) December 15th, or (ii) by the following February 15 with evidence of extension by the authorizing authority.
2. Company prepared financial statement on a quarterly basis within 45 days of each quarter end.
3. Advance Certification Form, certifying that CALOPS's current aggregate ADA as of the most recent quarter end compared to the aggregate ADA for the corresponding quarter end from one year ago, has complied with the requirement below, along with a copy of its ADA Report for that quarter end, within 45 days of each quarter end.
4. All due diligence being satisfactory to the Bank;
5. Submission of all required documents;
6. Verification of all financial documents;
7. No adverse material changes prior to loan funding;
8. Completion and execution of documentation and UCC filing satisfactory to the Bank;

Key Loan Provisions:

A Loan Agreement will be executed which will include but not be limited to the following key provisions evaluated quarterly on a combined basis for CALOPS:

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Docusign Envelope ID: 44952538-2479-8A07-8181-1002FB75BD25 California Online Public Schools (CalOPS) Board Meeting - Agenda - Tuesday September 8, 2026 at 5:00 PM
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- Maintain minimum liquidity level of at least $15 million, or level to be determined. Liquidity is defined as cash and cash equivalents plus readily marketable securities.
- A minimum Bank debt to EBITDA to be maintained and evaluated quarterly, with EBITDA measured on a rolling four-quarter basis, of not greater than 4.0:1.0.
- CALOPS's ADA level to not decline more than 10% from the corresponding quarter end from one year ago, measured quarterly.

Other Requirements: To be determined & discussed with Borrower prior to loan documentation.

The Bank's ability to pursue this loan request is further contingent upon the following terms and conditions, to include, but not limited to:

- Final credit approval by Hanmi Bank credit department
- Satisfactory underwriting review conducted by Hanmi Bank upon all required information pursuant to the underwriting guidelines of Hanmi Bank as applied by the Bank in its sole discretion.
- Any and all other items as may be required by Hanmi Bank to satisfactorily complete the Bank's underwriting requirements for the proposed credit accommodation.

The contents of this Letter are confidential and are intended for use exclusively by the parties, their advisors and legal counsel in connection with the proposed Loan and may not be disclosed to any third party by you or your representatives without Bank approval.

Hanmi Banks willingness to make the Loan is subject to full and complete underwriting, due diligence, documentation, and internal approvals. Neither party hereto shall have any legal or financial obligations to the other with respect to the proposed Loan contemplated herein unless and until all the terms and conditions of the proposed Loan have been negotiated and agreed to by the parties hereto and set forth in a final, binding Loan Agreement which has been properly approved, authorized and executed by the parties, neither party may claim any legal rights against the other by reason of the signing of this Letter, or the taking of any action in reliance thereon.

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If you wish Hanmi Bank to proceed and process your request for the credit facility stated herein, please sign below and return the signed copy of this Letter of Interest no later than June 30, 2026.

We really appreciate the opportunity to continue to earn your business and maintain our mutually beneficial banking relationship with you. We believe this Letter of Interest is reflective of Hanmi Bank's interest to support your business and growth objectives. If you have any questions, please contact me at 949-288-7639.

Sincerely,

DocuSigned by:
Ben Sottile
B12336F70D4E457...

Ben Sottile
Senior Vice President & Manager
Specialty Lending Department

ACCEPTED AND AGREED TO THIS _____ DAY of JUNE, 2026

By:

_____
Signature

LaChelle Carter
Name

Director of Financial Services
Title

COPY VIEW

EAST WEST BANK

July 26, 2026

LaChelle Carter
Director of Finance
California Online Public Schools

Dear Ms. Carter:

East West Bank ("EWB") is pleased to set forth below the proposed terms of a financing that will provide funds to **California Online Public Schools** for working capital purposes.

INDICATIVE SUMMARY OF TERMS AND CONDITIONS

GENERAL OVERVIEW:	Up to $25,000,000.00 - Revolving line of credit with an accordion of up to an additional $5,000,000.00 subject to Credit approval.
TERM SHEET EXPIRATION DATE:	If not accepted by the Borrower prior thereto, this term sheet will expire at the close of business on August 15, 2026.
BORROWER:	California Online Public Schools (the "Borrower") aka Cal OPS
LENDER:	EWB or its assigns (the "Lender").
COMMITTED AMOUNT:	Revolver: Up to $25,000,000.00 with an accordion of up to $5,000,000.00 subject to Credit approval.
INTEREST RATE:	Variable: One Month SOFR + 2.00% (Current Starting Rate = 2.00% + 3.74% = 5.74%)
SOFR FLOOR:	2.50%
FACILITY FEE:	None
MATURITY:	6/30/2028
EARLY TERMINATION FEE:	There is no prepayment penalty.
REPAYMENT TERMS:	Interest to be collected monthly from an operating account with principal due at maturity.
EXPENSES:	The Borrower is responsible for all due diligence and legal expenses of the Lender related to this transaction (including attorneys' fees and expenses related to enforcing this provision) whether or not it closes. No Good Faith Deposit is due at this time.
PRIMARY COLLATERAL:	First Priority lien on State Payments as determined by EWB.

DRAFT

EAST WEST BANK

OPERATING ACCOUNT/CASH MANAGEMENT:	Borrower will establish its operating accounts with Lender by closing of this facility and will maintain all material accounts with Lender throughout the term of this facility. State payors will be instructed to send payments to designated control account(s) for deposit subject to springing cash dominion.
REPRESENTATIONS AND WARRANTEES:	Usual and customary, including with respect to organization in good standing, validity of agreements, tax status, compliance with laws, litigation and the Borrower's billing and collection policies and procedures.
DUE DILIGENCE:	Before closing, review of the Borrower's historical and projected financial information, accounts receivable performance, systems, management controls, servicing capabilities and other matters will be conducted. Pending consummation of the proposed financing, the Borrower will keep the Lender advised with respect to the Borrower's business activities and financial condition, and they will furnish to the Lender such information as may be requested. Additionally, the Borrower will provide to the Lender all third-party diligence including quality of earnings reports, industry and reimbursement risk reports, cash testing reports, and other financial and operational analysis performed on behalf of the Borrower.
FINANCIAL COVENANTS:	To be determined by the Lender, in consultation with the Borrower. Financial covenants will include: 1. Debt Service Coverage Ratio: Minimum ("DSCR") of 1.01x tested annually with FYE Audit. DCSR is defined as the ratio of (i) Adjusted EBITDA (adjusted to reflect appropriate cash and non-cash adjustments satisfactory to Lender to (ii) all principal, interest, and capital lease payments. 2. Revenue to Expense Ratio: Minimum of 1.01 to 1.0 of Revenue/Expenses tested annually with FYE Audit. 3. Attendance (ADM) > 90% tested semi-annually 4. All state payments are irrevocably assigned and directed to EWB. 5. Borrower to follow a Utilization Plan at the discretion of Lender
FINANCIAL REPORTING:	To be determined by the Lender, in consultation with the Borrower. Financial reporting will include: a) Monthly ADM Reports b) All standard financial reporting: Audit; Tax Return; Budget c) Board Packets for all board meetings d) Material notices from the Authorizer e) Any other information that EWB may reasonably request
EVENTS OF DEFAULT:	Credit agreement will contain customarily found events of default.

DRAFT

Powered by BoardOnTrack

EAST WEST BANK

GOVERNING LAW, WAIVER OF JURY TRIAL, JURISDICTION:	In connection with the transaction outlined herein, all parties, as of the date hereof, agree: (i) that the law of the State of New York governs without regard to any conflicts of law principles; (ii) to the waiver of a trial by jury; and (iii) to the jurisdiction of the state and federal courts located in the city of New York, and the county of New York.

This Indicative Summary of Terms and Conditions is for discussion purposes only and does not constitute a commitment to lend, arrange or provide financing or an agreement or understanding to issue a commitment letter with respect to the transaction set forth herein. EWB's issuance of any commitment letter and its consummation of this financing will be predicated upon, but not limited to: (a) the Borrower and the Lender reaching final agreement on the terms, conditions and other provisions to be included in the supporting documentation for the financing, (b) authorization and approval of the transaction by the Board of Directors of the Borrower and the formal credit approval of the Lender, (c) liquidity and capitalization of the Borrower acceptable to the Lender, (d) absence of any major dislocation in the capital markets prior to the Lender receiving final credit approval, (e) successful closing of the transactions on the terms and conditions described herein with 90 days from the signing of this letter, (f) satisfaction of the Lender's counsel with the documentation, proceedings, and legal opinions incident to the proposed transaction.

If the terms and conditions set forth above are acceptable to you, please so indicate by signing this letter in the place indicated and returning the same to me.

DRAFT

EAST WEST BANK

Sincerely,

John Helgeson
Senior Vice President

Accepted and agreed to:

By: _____ on this date: _____, 2026
Name: Ms. LaChelle Carter
Title: Director of Finance

DRAFT

WELLS FARGO

Commercial Banking

Presentation to California Online Public Schools

July 1, 2026

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Agenda

- Your Wells Fargo Team
- Commercial Banking Overview
- Treasury Management Proposal
- Commercial Card Proposal
- Future Considerations

Your Wells Fargo Relationship Team

Relationship Banking



Kelsey Buckner
Relationship Manager
Phone: 213-253-6850
Kelsey.buckner@wellsfargo.com

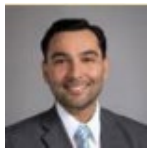


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Executive Summary – introduce tailored treasury solutions designed to support growth, streamline operations, and enhance financial visibility

We appreciate the opportunity to propose a comprehensive financial solution to support **California Online Public School's** continued growth. **Wells Fargo** brings a deep expertise in serving non-profits.

Strategic Relationship Banking

- One bank for all your needs including Treasury Management (Domestic & International) and Commercial Card, all delivered through a unified relationship approach
- A partner committed to exceptional customer service and striving to help improve processes across your organization
- Local, dedicated team with a focus on helping companies elevate back-office operations to enterprise-grade efficiency, preparing them for the next growth milestone

Treasury Management

- A streamlined account structure allowing for clean & efficient reconciliation, visibility and cost savings
- Automated tools for optimizing fraud control and working capital with real-time visibility of liquidity and robust reporting
- Competitive pricing and interest rate offerings to maximize yield across balances, bringing **$1.4M** in additional benefit annually
- Ability to seamlessly integrate with any ERP system, including SAGE Intacct and API connectivity
- Proactive Treasury Management Reviews to share new ideas and ensure services are appropriate as needs change

Commercial Card Services

- Tailored payment solutions for card transactions enhancing customer experience and operational efficiency
- Commercial Card programs that streamline vendor payments, improve expense control, and unlock rebate opportunities estimated at **$26K - $30K** annually
- Multiple payment cycle options showcasing our flexibility to meet company needs

Commercial Banking Overview

Wells Fargo Commercial Banking overview

Demonstrated financial services leadership



As an industry leader in providing financial services to commercial customers, Wells Fargo provides credit, treasury management, and commercial capital solutions in addition to providing specialized experience across a wide variety of industries and industry sectors.

Wells Fargo Commercial Banking serves the diverse financial needs of companies and institutions with annual sales ranging from $25M - $2B.

Industry leadership accolades

- **#3 in U.S. lead relationship market share in the U.S. for middle market ($100M - $500M)** – *Coalition Greenwich Voice of Client – Market Tracking Program (Wells Fargo - Footprint) - $25M-$2B – Rolling 4 quarters (Q4 2024-Q3 2025)*
- **#3 in U.S. lead relationship market share for emerging middle market ($25M - $100M)** – *Coalition Greenwich Voice of Client – Market Tracking Program (Wells Fargo - Footprint) - $25M-$2B – Rolling 4 quarters (Q4 2024-Q3 2025)*
- **#1 lead arranger of syndicated asset-based deals in 2025** – *Refinitiv U.S. 2025 ABL Bookrunner League Table and Wells Fargo*
- **#3 Equipment Finance Provider** – *Monitor 100 Survey 2025*
- **#1 Overall bookrunner for middle market syndicated loans** – *LSEG Loan Connector as of YE 2025, Middle Market defined as deals <$500M and company sales size deals <$500M*
- **#3 in Online Banking Experience** – *Keynova Mobile Banking Scorecard (Q4 2025)*
- **#1 ACH Originator by volume; #3 ACH Receiver by volume** – *Nacha 2025 Top 50 ranking of financial institution originators and receivers of ACH payments*

Wells Fargo is an optimal partner with scale, stability, and expertise

Wells Fargo at a glance

$2.1 trillion
in client assets

$288+ billion
market capitalization[1]

$1.4 trillion
in deposits

$986 billion
in loans

Diversified business model

Consumer Banking & Lending

- 2025 total revenue of $**37.4B**
- Average loans of $**322.0B**
- Average deposits of $**780.0B**

Corporate & Investment Banking (CIB)

- 2025 total revenue of $**19.2B**
- Average loans of $**293.1B**
- Average trading-related assets of $**310.3B**
- Average deposits of $**206.2B**

Wealth & Investment Management

- 2025 total revenue of $**16.3B**
- Total client assets of $**2.5T**
- Average loans of $**86.0B**
- Average deposits of $**127.3B**

Commercial Banking (CB)

- 2025 total revenue of $**12.0B**
- Average loans of $**223.4B**
- Average deposits of $**178.4B**

2025 annual earnings	
Total net income	$**21.3B**
Diluted earnings per common share	$**6.26**
Revenue	$**83.7B**
CB + CIB revenue	$**31.2B**
Net interest margin	**2.64**%
Return on assets	**1.07**%
Return on equity	**12.4**%
Average total loans	$**927.5B**
Average total deposits	$**1.35T**

Highlights

#3 Investment Grade Domestic Bond Market
We are highly active across the IG Domestic Bond market

#3 Investment Grade Acquisition Financing
Wells Fargo is a top lender for M&A financing

1 in 7 cross-border transactions
Swift & Wells Fargo data April 2025

#1 ACH Originator for the 14th Consecutive Year
Nacha's Top 50 2025

Sound counterparty

Wells Fargo Bank, N.A. credit ratings[1]

Long-term **deposits** ratings:
- Moody's: **Aa2**
- S&P: **A+**
- Fitch: **AA**
- DBRS Morningstar: **AA**

Long-term **issuer** ratings:
- Moody's: **Aa2**
- S&P: **A+**
- Fitch: **AA-**
- DBRS Morningstar: **AA**

Liquidity and regulatory ratios[2]

Common Equity Tier 1 (CET1) ratio was **10.6**% under the Standardized Approach (our binding ratio) which exceed the regulatory minimum and buffers of 8.5%

Total Loss Absorbing Capacity (TLAC) as a percentage of total risk-weighted assets was **23.2**%, compared with the regulatory minimum of 21.5%

Liquidity Coverage Ratio (LCR) was **119**%, which continued to exceed the regulatory minimum of 100%

Sources: Wells Fargo filings, including Quarterly Earnings and Annual Reports; FactSet. 1. Credit Ratings as of March 2026 2. Liquidity and regulatory ratios per 2025 Annual Report.

Wells Fargo: Strength and experience for your liquidity needs

Strong liquidity

$956 billion in loans	**$1.4 trillion** in deposits	**$2.1 trillion** in client assets
Among the nation's **top retail brokerage systems**	**Award-winning** technology, platforms, and digital channels[1]	**Strong capital & liquidity** that exceeds regulatory minimums and buffers

Strong financials

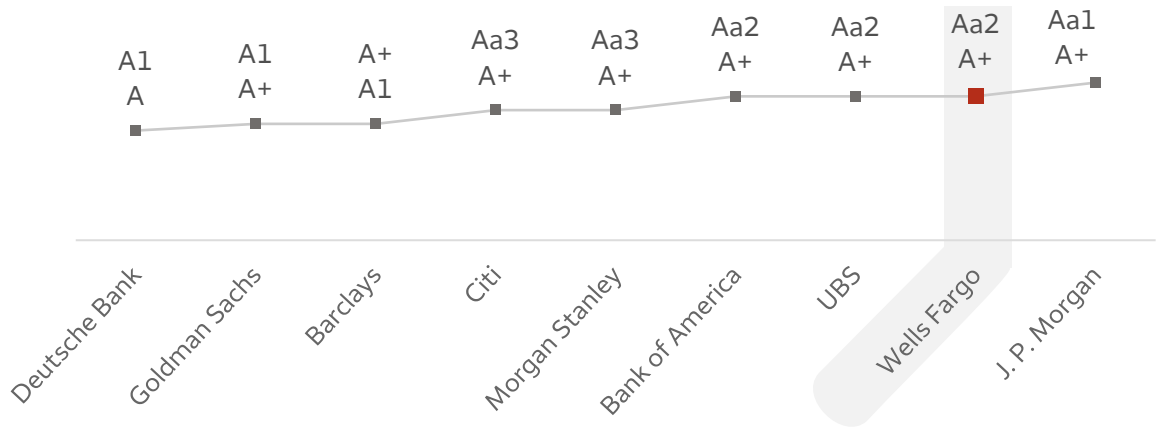
- Among the highest credit rated U.S. banks with **$2.1 trillion in assets** (#4 largest)
- A diversified, community-based financial services company with more than **$294 billion in market capitalization**[3]
- Tier 1 CE Capital Ratio **10.6%**

Strong relationships[2]

#1 ranking for commitment to long term relationships, provision of regulatory and industry information, highly regarded calling officers and customer service that is often mentioned as a differentiator amongst our peers

Recognized by our clients as **the leader** in providing dedicated customer service, training, regulatory insight and industry information

Strong credit[3]



Source: Wells Fargo data is from the Wells Fargo Q4 2025 Quarterly Earning unless specified otherwise. wellsfargo.com > About Wells Fargo > Investor Relations > Annual Reports and Proxy Statements.

1. Celent Award 2025; Datos Insights 2024 Impact Awards in Commercial Banking; The Big Bank Theory Awards 2024.
2. FIMetrix Global Transaction Banking Services Study 2023
3. Wells Fargo (WFC) market capitalization through wallstreetnumbers.com as of February 2026.
4. S&P and Moody's long-term deposits rating for the U.S. banking entity/subsidiary, accessed February 2026.

Treasury Management Proposal

Confidential – For Discussion & General Information Purposes Only

$1.4M

Annual Interest Earned Opportunity

Treasury Services Proposal Summary - CalOps			
California Online Schools	**JPM Accounts 0.18% ECR & 0.01% Interest**	**WFB Option 1 2.00% ECR & 3.50% Interest**	**WFB Option 2 Sweep 3.45% Interest**
Average Collected Balances*	$42,645,893	$42,645,893	$0
Preferred Sweep Balances	N/A	N/A	$42,645,893
Earnings Credit *(Offset Fees)* **	$1,675	$8,313	$0
Net Account Analysis Fees	$0	$0	$2,961
Monthly Interest Opportunity	**$72**	**$109,835**	**$122,607**
Monthly Net Interest Benefit	**$72**	**$109,835**	**$119,646**

**Estimated Balances based off the April 2026 JPM Statements*

***Includes Recoupment Fee = FDIC fee*

Waive first 3 months analysis statement activity (excluding setup fees).

Current Account Structure (JP Morgan Chase)

California Online Public Schools
DBA CAL OPS or CA Connections
CAPISTRANO OPERATIONS x7959
~$3.7M Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Desktop Deposit
- Wires
- Zelle Payments
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
SOCAL PAYROLL x7900
~$4M Balance

- ACH Fraud Fiter (review/return)
- $0 Payment Authorization
- ACH Payments
  - ACH Return/NOC report
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
CENTRAL VALLEY X1913
~$1M Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
NORCAL RIPON OPERATIONS x7975
~$1M Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CALOPS or CA Connections
CAPISTRANO HOLDING x7926
~$11.8M Balance

- ACH Fraud Fiter (review/return)
- $0 Payment Authorization
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
CENTRAL VALLEY HOLDING X1208
~$9.2M Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
NORCAL RIPON HOLDING x7967
~$5.7M Balance

- ACH Fraud Fiter (review/return)
- $0 Payment Authorization
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

**Based on April 2026 Bank Statements with JPM..*

Current Account Structure (JP Morgan Chase)

California Online Public Schools
DBA CAL OPS or CA Connections
NORTH BAY OPERATIONS x0099
~$905K Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
CENTRAL COAST OPERATIONS x9761
~$95K Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
MONTERREY BAY OPERATIONS x9787
~$665K Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
NORTH BAY HOLDING x5765
~$1.5M Balance

- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
CENTRAL COAST HOLDING x9753
~$134K Balance

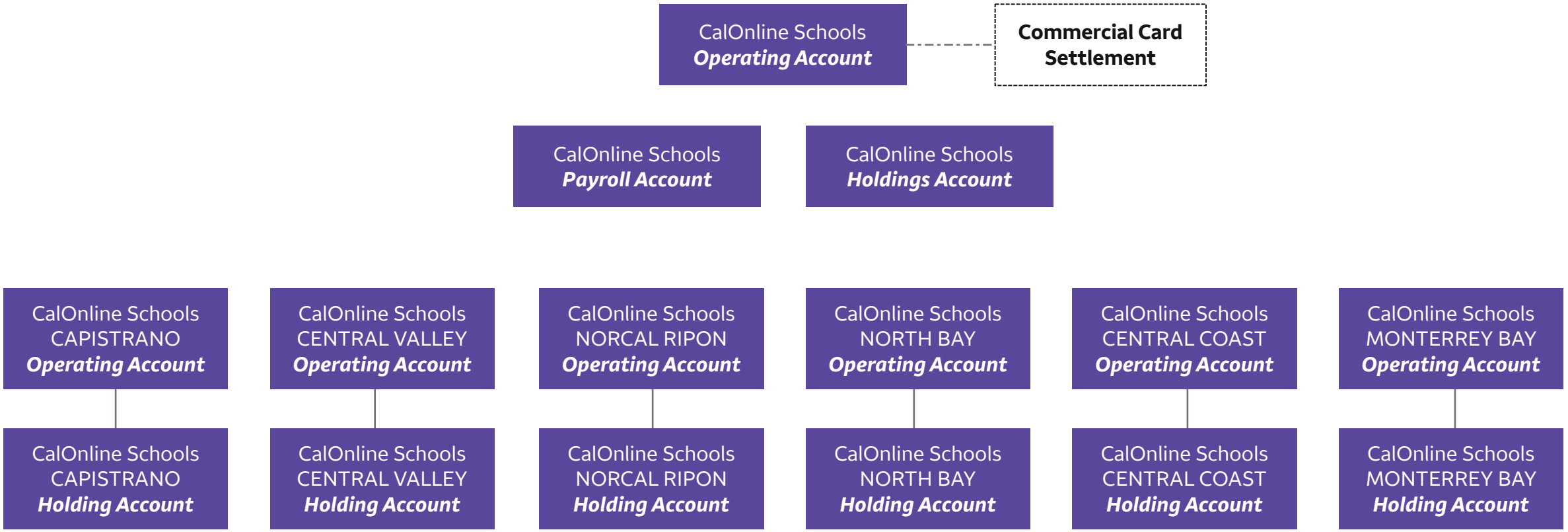
- ACH Fraud Fiter (review/return)
- Positive Pay w/Payee Validation
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

California Online Public Schools
DBA CAL OPS or CA Connections
MONTERREY BAY OPERATIONS x9779
~$2.8M Balance

- ACH Fraud Fiter (review/return)
- $0 Payment Authorization
- ACH Payments
  - ACH Return/NOC report
- Desktop Deposit
- Wires
- Plus Data Access Plan
  - Basic Banking (account transfers
  - Previous Day Report
  - Express Balance
  - Transaction Search (search and image)
  - Statements and Notices
- Vantage Connect (SAGE)

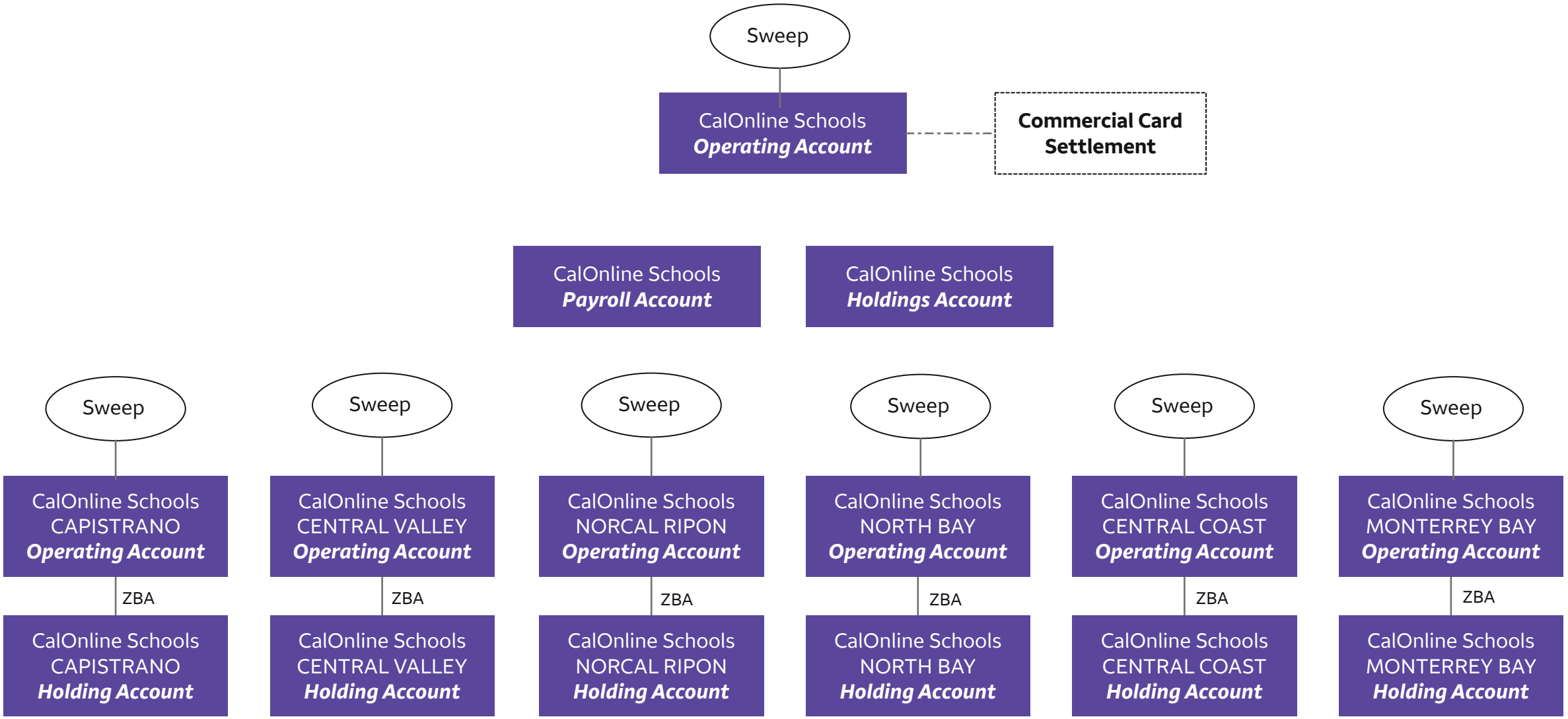
**Based on April 2026 Bank Statements with JPM..*

California Online Schools – New Structure Option 1



Each School setup with individual Operating Account & Holding Account Earning ECR & Interest.

California Online Schools – New Structure Option 2



Each School setup with individual Operating Account & Holding Account Earning Interest.

Powered by BoardOnTrack

Wells Fargo Vantage Connect | Sage Intacct

Access core **treasury** functions **directly from your ERP**, rather than logging in to a separate system

Enable the flow of data from Wells Fargo directly to your existing platform without complicating your workflow. Our simple plug-in provides **direct connectivity with minimal development**.



Streamlined integration

Set up the service more quickly than implementing file transmissions or APIs — install the plugin without lengthy development.



Greater accuracy

Direct integration with your system helps you improve accuracy and avoid the errors that result from manual keying.



Premier partnership

We partner with top integrators to provide the connection technology.



Scalable services

We continually update our service to include additional payment and configuration options, allowing you to grow with us.

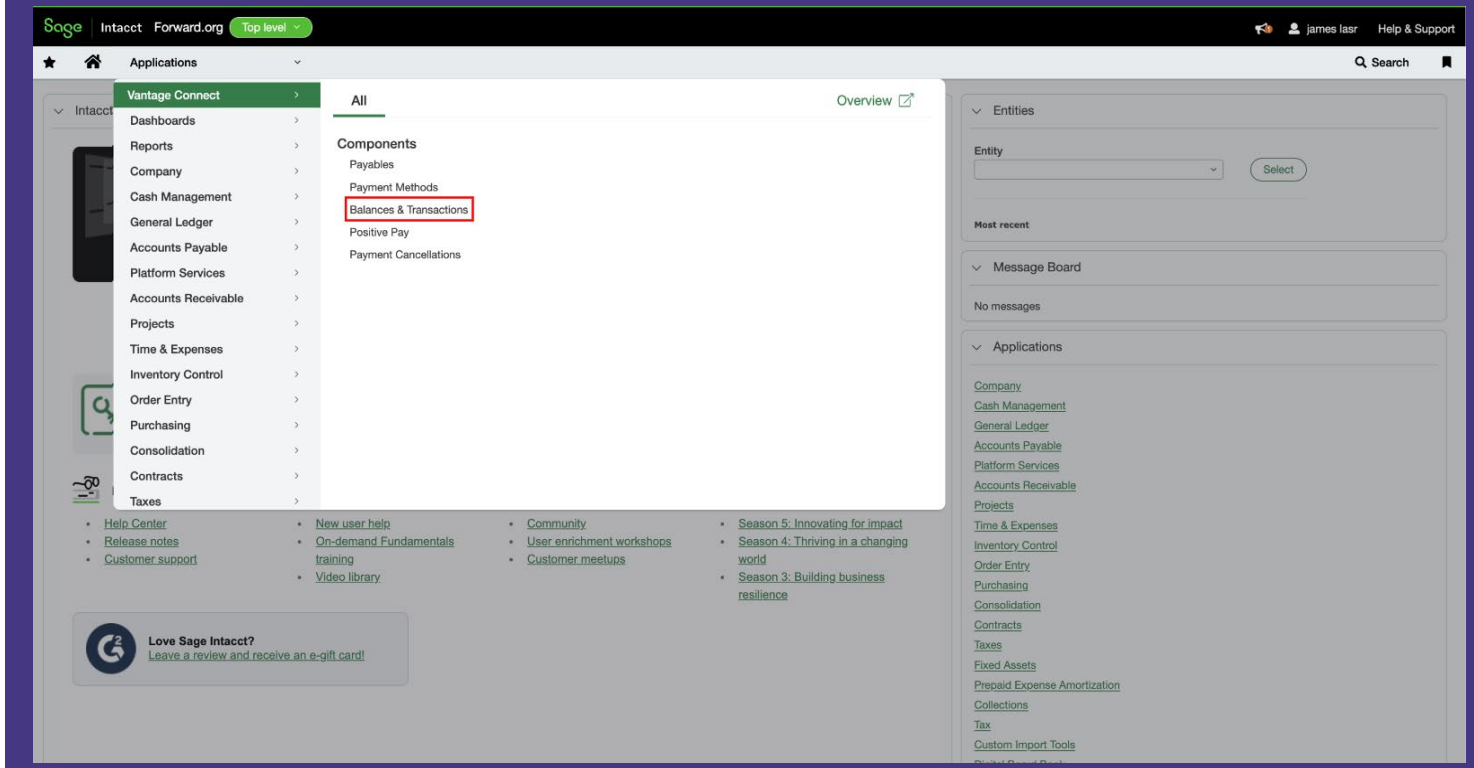
Vantage Connect | Sage Intacct – Seamless Integration with Sage ERP

1 Ready

You give us the green light, then we send you an email that invites you to join Vantage Connect and begin the installation.

2 Set

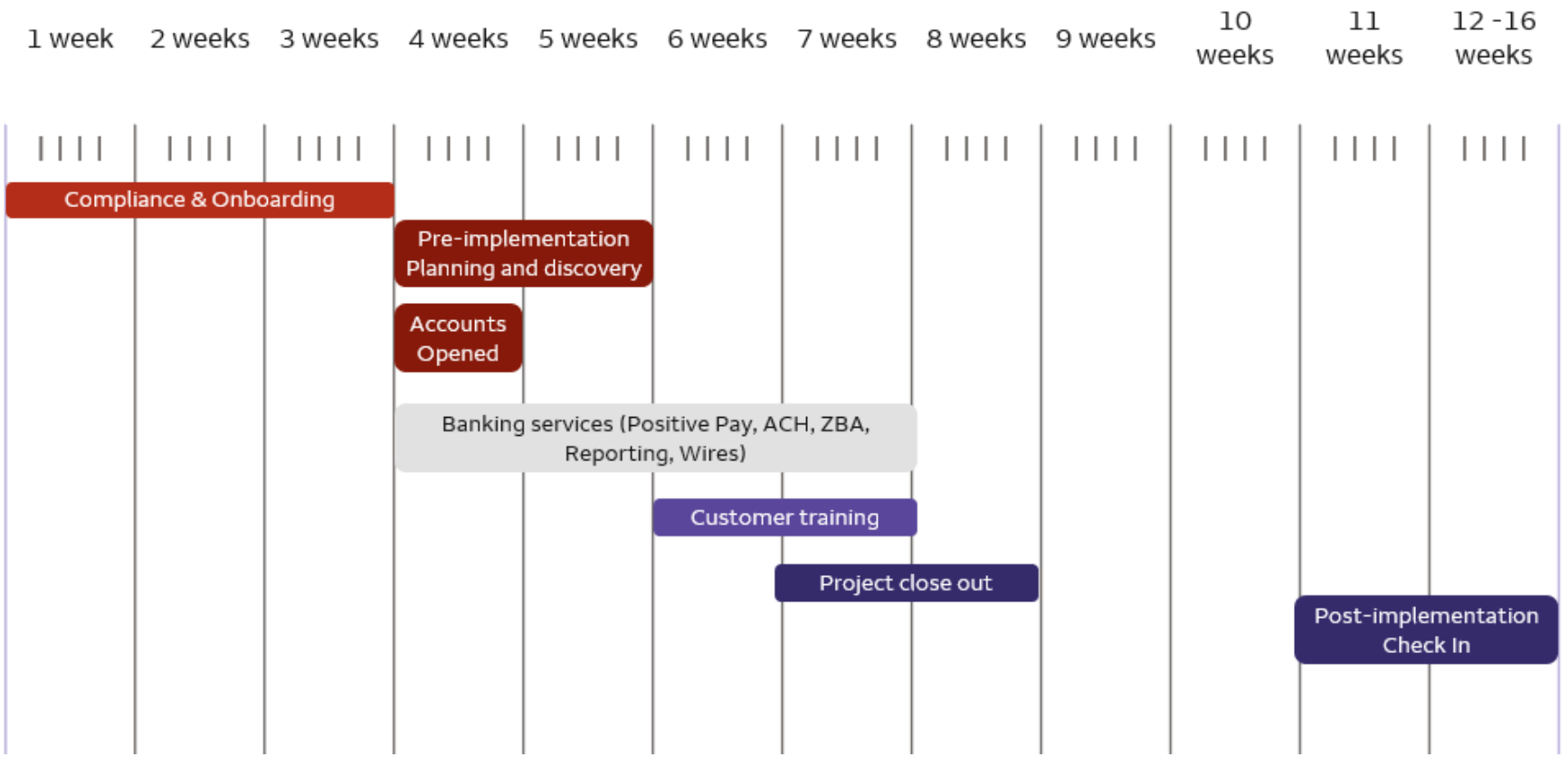
Your ERP administrator opens the email, follows the instructions, then installs the app in order to build the connectivity between your ERP and Wells Fargo.



3 Connect

Once the app is installed and your ERP is integrated, you choose from the available embedded Vantage Connect services.

Implementation Timeline



Legend

- Document completion
- Pre-implementation planning
- Product implementations
- Training
- Project close out/monitoring

Timelines represent standard SLA windows given full customer resource engagement (business and IT) and standard file formats

Bringing value to your business

Prioritizing what's important to you

- Dedicated risk officer to drive onboarding
- Dedicated project coordinator to facilitate account and service setup
- Weekly project calls to track progress, address questions, and provide resources for users.
- Customized live-training led by a Learning & Development Specialist.
- Warm transition upon implementation project completion to dedicated customer care officer for ongoing support needs.
- Proactive post 30-day check-in to ensure measurable milestones have been met

Powered by BoardOnTrack

Commercial Card Proposal

WellsOne Commercial Card as Part of Your Payment Strategy

Multiple types of commercial card offerings
to help you **capture more transactions and spend**

Employee purchasing cards

P-Cards

1

Employee travel cards

T&E cards

Executive cards

2

Buyer and supplier cards

Ghost or lodged cards

3

Virtual cards

Single-use cards
Multi-use cards
Push payments/straight-through processing

4

Commercial Card Overview

Efficiency

Efficient and streamlined processes

- Simple card activation and management
- Streamlined reporting and paperwork

Control

Offering configurability and reporting

- Edit individual purchase limits and spending guidelines in real time or schedule for a future date
- Predefined MCC templates for quick transitions
- Monitor spending online
- Centralized reporting

Acceptance

44+ million locations
worldwide accepting in-person, online,
and phone transactions

WellsOne Expense Manager Online Administration



Control

- Change employee spending parameters in real time
- Set credit limits and merchant restrictions at the organization, department, or individual levels
- Generate emails from application



Search function

- Spend search
- Supplier search
- Returns targeted results



Comprehensive reporting

- Data is available as soon as transaction posts
- Ad-hoc and customizable reports
- Define access and distribution

Powered by BoardOnTrack

Revenue Share Proposal

Proposal for Charter Impact, Inc.
WellsOne® Commercial Card

6/25/2026

Revenue Share program:

Revenue Share is paid out on an annual basis and is calculated and applied retroactively by multiplying the applicable Revenue Share bps times qualified annual spend for the previous year. Revenue Share will be paid by ACH into your selected checking account at the end of the month following your yearly anniversary. Please see your Revenue Share schedule below for more detailed information.

Qualified annual spend

Annual Volume Tiers		Charge Cycle:	Bi-Weekly	Monthly	Monthly
		Days to Pay:	4	7	25
$1,000,000	$1,499,999	Basis Points**	170	161	146
$1,500,000	$1,999,999	Basis Points**	183	174	158
$2,000,000	$2,999,999	Basis Points**	189	180	165
$3,000,000	$3,999,999	Basis Points**	196	187	171
$4,000,000	$4,999,999	Basis Points**	199	190	174
$5,000,000	$7,499,999	Basis Points**	201	192	176
$7,500,000	And Above	Basis Points**	204	195	179
Custom Interchange Revenue Share Schedule (Basis Points)*			90	80	70

* Wells Fargo will segregate or exclude Custom Interchange Transactions as defined by Visa® or MasterCard®. Custom Interchange Transaction shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa® or MasterCard®, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or MasterCard® including the Visa Partner Program or the MasterCard Partner Program.

** Basis points equal 0.01%.

Total estimated annual revenue share:

- **14 day cycle+4 days Settlement = $30,429**
- **30 day cycle+7 days Settlement = $28,782**
- **30 day cycle+25 days Settlement = $26,064**

Assumptions:

- 85% Standard interchange spend ($1,530,000)
- 15% Custom interchange spend ($270,000)
- **Total Card Spend Assumption = $1,800,000**

Fee Schedule

Fee schedule:

One-Time	Set-Up Fee	Waived
Recurring Fees	Program Maintenance	Waived
	WellsOne Expense Manager	Waived
	Transaction Fee	Waived
	Card Issuance	Waived
Miscellaneous Fees - - Apply Only If Customer Elects and/or Uses Any such Service	Cash Advance Fee	2% / $2 Minimum
	Cross-Border Transactional Fee	1% / Transaction
	Card Artwork (Logo)	Waived
	Custom Card Design†	$1,000 / per standard design set-up
	Virtual Travel Account • Transaction Fee	 $0.50/Transaction
	Custom Data Solutions • Custom Report Set-up • Custom File Monthly • WellsOne Expense Manager Custom Report Development	 $125 / Hour $175 / Month Costs to build custom reports are variable based on the customer's requirements and will be provided in advance of any work initiated.
	WellsOne Corporate Executive Card	 $250/Card
	Proxy Pay†† Transaction Fee	$5.95 / Transaction

- For customers who opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- For customers who opt to use WellsOne Virtual Card Payments, Separate Payment Manager fees may apply.
- For customers who opt to use an external account for analysis, a $5/month bank statement fee may apply.
- For customers who opt to use a digital wallet, mobile carrier fees may apply.

† For customers who opt to use a non-standard designs, additional costs, and requirements, including design creation fees and minimum card order requirements, may apply.

††For customers who opt to use Proxy Pay Service, customer must use a MasterCard branded Virtual Card.

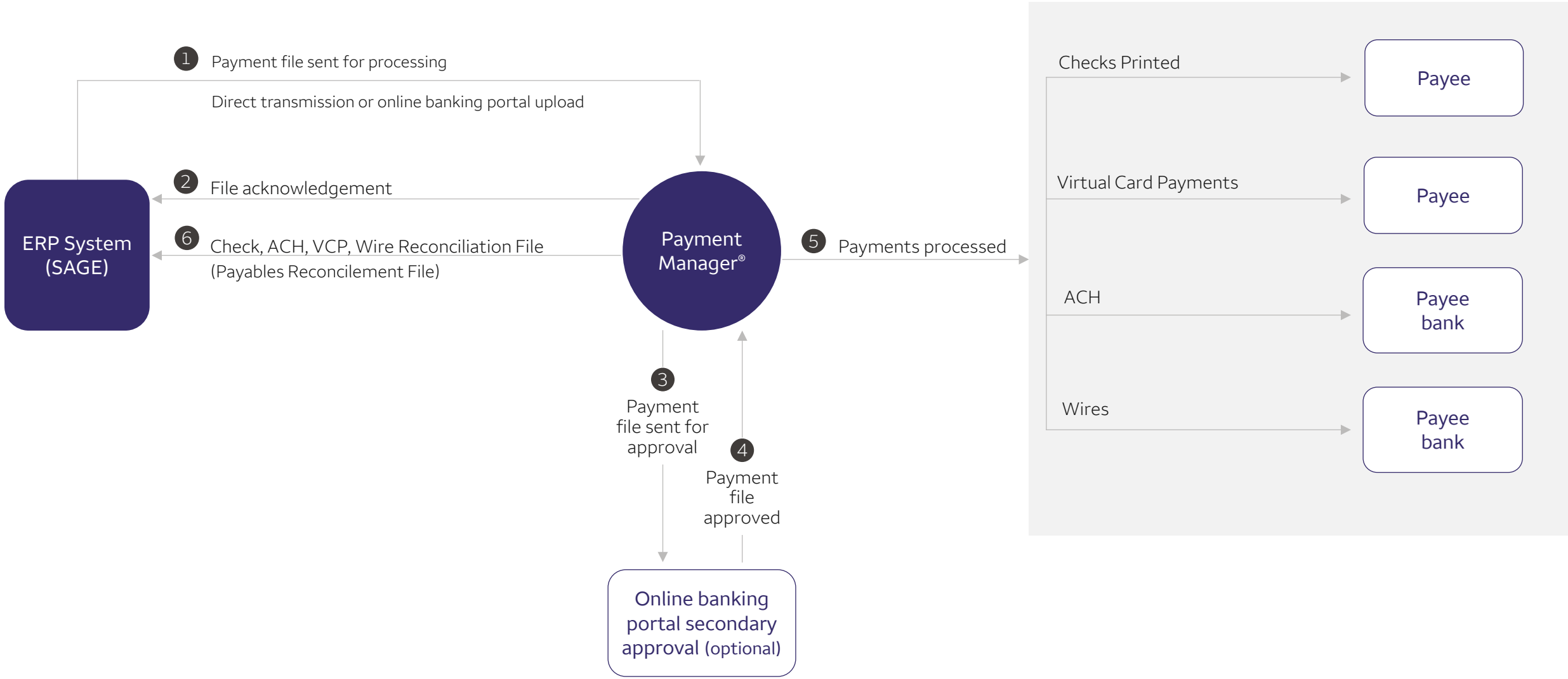
This pricing proposal is **valid for 60 day(s) until 8/24/2026** subject to material changes in market conditions, in which case Wells Fargo reserves the right to revise this proposal to account for such changes in said market conditions.

A WellsOne® Commercial Card program is subject to credit underwriting and approval. This proposal presents indicative program pricing only and is not an offer or commitment to extend credit.

To participate in the WellsOne® Commercial Card program, Customer shall at all times maintain ten (10) or more active card numbers.

Future Considerations

Consolidated Payables Solution – Send multiple payment types in a single file



Integrated Receivables

Simplify matching and managing your **incoming payments**.

With Integrated Receivables*, much of the **matching process** happens completely behind the scenes through artificial intelligence (AI) and machine learning.

It is an innovative tool that helps:

* Our Integrated Receivables service is available subject to applicable product eligibility requirements

Modernize
manual cash application processes with the help of AI

Match
payments to open invoices

Re-associate
incoming payments with remittance advices, matching those payments back to open invoices

Minimize
time spent researching exceptions and help reduce overall costs

Assign
your accounts receivable staff to more valuable business initiatives

According to PYMNTS Intelligence research, automating manual AR could allow companies to **reduce collection times by 67%**

Source: AR Automation Helps Businesses Improve Cash Flow and Control, June 2025

Cyber Client Advisory: Service Overview

The Cyber Client Advisory services are offered at no charge to our Commercial and Corporate clients.

CCA Offerings

Cybersecurity Education and Awareness: Expert training to defend against phishing, ransomware, and other common cyber threats.

Cyber Threat Insights and Whitepapers: Timely, actionable intelligence to keep you ahead of emerging cyber threats.

Cybersecurity Resources: Access best practices and expert guidance to reduce your cyber risk.

Cyber Decisions and Actions (Cyber DNA): Hands-on training to build your team's muscle memory for effective threat response.

Cyber Wargaming: Enhance your team's incident response through simulated cyber-attack scenarios.

Cyber Maturity Assessments:* Assess your cyber readiness and identify key areas for improvement.

Cyber Threat Monitoring: Proactive fraud monitoring and dedicated cyber incident support.

Proactive Domain Monitoring:* Receive alerts on potentially suspicious domains targeting your business..

* Future offering





Wargaming: Overview

Cyber threats constantly evolve, making resilience essential for adaptability and rapid recovery. Effective response minimizes damage and preserves trust, while failure can result in costly downtime, data loss, legal and regulatory penalties, and long-term reputational harm.

What: Enhance your team's crisis-readiness with immersive simulations that replicate the pressure and consequences of a real-world cyber attack.

Who: Senior leaders and cross-functional stakeholders (e.g., Legal, Communications, Risk, Technology) who play a critical role in crisis response and decision-making.

Why: Wargames offer a safe to fail environment designed to strengthen enterprise resiliency through the following goals:

- Improving C-suite decision making under pressure
- Identifying gaps in response plans and coordination
- Aligning security with business objectives

How: Experience expert-facilitated, realistic scenarios that dynamically adapt to your team's decisions in a safe-to-fail environment.

Topics:

- Social Engineering
- Business Email Compromise
- Ransomware
- Third-party incidents
- Artificial Intelligence
- Data Breaches

Delivery Method:

- In-person

Time Commitment: 1-2 hours

Audience: Senior Executives

Cyber Decisions and Actions (DNA): Overview

Attackers target people, not just technology. Exploiting human judgment is faster, cheaper, and more reliable than any technical hack. In a crisis, the human mind is the first point of failure.

What: Cyber DNA strengthens the human element of your security. Through immersive, hands-on simulations, your team will learn to anticipate, evaluate, and effectively respond to cyber risks.

Who: Individuals and teams at all levels of an organization to build a security-aware culture from the ground up.

Why: Simulate real-world cyber threats to build a security-first mindset. Practicing in a safe environment creates the muscle memory needed for better, faster responses, ultimately reducing your organizational risk.

How: During these expert-led sessions, participants make real-time decisions while receiving immediate feedback and coaching. We can tailor each session for a general audience or specific roles.

Topics:

- Social Engineering
- Multi-Factor Authentication
- Account compromise
- Ransomware
- BEC

Delivery Method:

- Virtual or In-person

Time Commitment: 1 hour

Audience: Teams and Individuals at Corporate and Commercial Clients





Cyber Incident Awareness: Overview

CCA works behind the scenes with the Wells Fargo Cyber Threat Intelligence (CTI) and fraud monitoring teams to identify situations where a client may have been impacted by a cyber incident such as ransomware, data exposure, or initial access broker activity on the deep/dark web.

Details:

What? Proactive notifications when we identify a potential cyber incident that may involve your company.

Who? Available exclusively for Wells Fargo commercial and corporate clients.

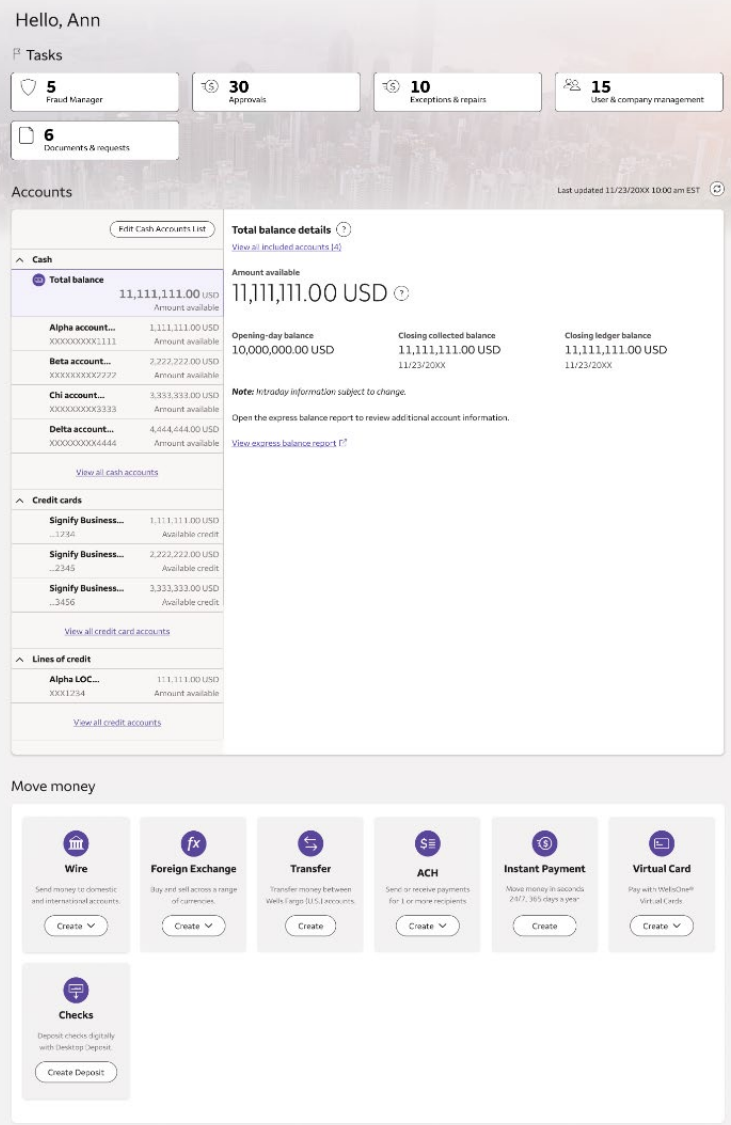
Why? Empowers you with early awareness and credible threat data for smarter, faster incident response.

How? Your Relationship Manager is your single point of contact, ensuring a confidential and seamless experience.

What to Expect:

- Proactive Threat Intelligence: We notify you when trusted sources indicate your organization may be at risk.
- Expert Consultation: Get business-focused context on potential incidents to support your internal validation process.
- Advanced Fraud Monitoring: Leverage our cutting-edge technology to detect and flag suspicious activity.
- On-Demand Resources: Access our library of best practices for responding to ransomware, account takeovers, and other critical incidents.

Appendix



Vantage* is a modern online platform designed to help you get your banking done efficiently. The consistent user experience can make it easy to analyze information and perform tasks through dashboards and quick action tiles.

Potential benefits:

Unified online banking platform

Access your online banking services from one location

View cash and loan balances at a glance

Easily view cash and loan balances and details on the homepage

Initiate transactions with fewer steps

Simple and efficient money movement through streamlined workflows

Scalable platform

Use a platform that can scale with you as your business grows and changes

User-centric design

Benefit from a user-focused experience that focuses on the financial views that matter most to your business

* Feature functionality and availability on the Vantage online banking platform is subject to development, change, or cancellation. Wells Fargo makes no representation about when feature functionality will go to market.

Stagecoach Sweep Preferred Option

Get more out of your excess cash with our overnight sweep option.

If you prefer a more conservative approach to investing, having a sweep account as part of your financial toolkit can provide peace of mind.

Why choose Preferred Option?

Automatic
Set your daily target balance — we sweep any excess into an overnight interest-bearing deposit account.

Flexible
You can opt to apply the excess toward paying down your commercial line of credit, if applicable.

Timely
Your cash is swept back to your checking account overnight, making it immediately available the next day.

Secured
Funds are swept into a U.S.-based, Federal Deposit Insurance Corporation (FDIC)-insured deposit account.*

* The FDIC insures funds transferred to the deposit account up to the legal allowable limit.

How it works

1. **Select**
   Select the target balance for your business checking account. This amount can be as low as $0.00.
2. **Sweep**
   We sweep any excess collected balances above your target balance into the deposit account.*
   * The FDIC insures funds transferred to the deposit account up to the legal allowable limit.
3. **Return**
   Funds automatically return to your business checking account at the beginning of the next business day.
4. **View**
   View your activity through our online information reporting service or on the daily confirmation and monthly statement you receive.

Pricing

CalOps - Option 1

Pricing as of June 2026

ANALYSIS SUMMARY		
Average Positive Collected Balance	$	42,645,893.00
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	42,645,893.00
Monthly Analyzed Charges	$	8,313.47
Earnings Allowance @ 2.00%	$	8,313.47
Net Monthly Analyzed Charges	$	0.00
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges	$	0.00
Interest @ 3.50%	$	109,835.00
*Charges not offset by balances		
Total One Time Set Up	$	1,050.00
Investable balance required to offset $1.00 of analyzed charges	$	608.33

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		BALANCE & COMPENSATION INFORMATION			
IAMIB	000230	RECOUPMENT MONTHLY IB	0.12750	42,645	5,437.24
22402	000412	ACCOUNT MAINTENANCE-COMML ADVANTAGE	30.00000	13	390.00
		BALANCE & COMPENSATION INFORMATION Subtotal			**5,827.24**
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	30.00000	13	390.00
CK021	010100	DEBITS POSTED	0.40000	9	3.60
46106	010102	ONLINE TRANSFER	1.50000	1	1.50
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE	0.00000	0	0.00
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	1.25000	9	11.25
		GENERAL ACCOUNT SERVICES Subtotal			**406.35**
		DEPOSITORY SERVICES			
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.26000	18	4.68
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	26.25000	0	0.00
		DEPOSITORY SERVICES Subtotal			**4.68**
		PAPER DISBURSEMENT SERVICES			
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM	0.27000	0	0.00
34336	150724	POSITIVE PAY EXCEPTION-ONLINE IMAGE	2.00000	0	0.00
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	1.00000	1	1.00
12678	150300	MICR CHECK REJECTS OVER 2%	1.75000	1	1.75
12816	151352	DESKTOP DEPOSIT IMAGES RETRIEVED	0.60000	18	10.80
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	10.00000	8	80.00
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	0.55000	0	0.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	8.00000	0	0.00
12906	150401	POSPAY VERIFICATION CALL-CASHED	20.00000	0	0.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	10.00000	8	80.00
12670	150410	STOP PAYMENT - ONLINE	17.00000	0	0.00
22202	150100	DDA CHECKS PAID	0.35000	91	31.85
		PAPER DISBURSEMENT SERVICES Subtotal			**205.40**

CalOps - Option 2

Pricing as of June 2026

ANALYSIS SUMMARY		
Average Positive Collected Balance	$	0.00
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	0.00
Monthly Analyzed Charges	$	2,961.18
Net Monthly Analyzed Charges	$	2,961.18
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges	$	2,961.18
*Charges not offset by balances		
Total One Time Set Up	$	1,050.00

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	30.00000	13	390.00
CK021	010100	DEBITS POSTED	0.40000	156	62.40
46106	010102	ONLINE TRANSFER	1.50000	1	1.50
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE	0.00000	0	0.00
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	1.25000	9	11.25
		GENERAL ACCOUNT SERVICES Subtotal			**465.15**
		DEPOSITORY SERVICES			
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.26000	18	4.68
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	26.25000	0	0.00
		DEPOSITORY SERVICES Subtotal			**4.68**
		PAPER DISBURSEMENT SERVICES			
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM	0.27000	0	0.00
34336	150724	POSITIVE PAY EXCEPTION-ONLINE IMAGE	2.00000	0	0.00
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	1.00000	1	1.00
12678	150300	MICR CHECK REJECTS OVER 2%	1.75000	1	1.75
12816	151352	DESKTOP DEPOSIT IMAGES RETRIEVED	0.60000	18	10.80
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	10.00000	8	80.00
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	0.55000	0	0.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	8.00000	0	0.00
12906	150401	POSPAY VERIFICATION CALL-CASHED	20.00000	0	0.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	10.00000	8	80.00
12670	150410	STOP PAYMENT - ONLINE	17.00000	0	0.00
22202	150100	DDA CHECKS PAID	0.35000	91	31.85
		PAPER DISBURSEMENT SERVICES Subtotal			**205.40**
		PAPER DISBURSEMENT RECON SERVICES			
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.03000	0	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**0.00**

Pricing continued

		PAPER DISBURSEMENT RECON SERVICES			
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.03000	0	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**0.00**

		GENERAL ACH SERVICES			
CK018	250201	ELECTRONIC CREDITS POSTED	0.45000	13	5.85
06190	250630	ACH REJECT ITEM	6.50000	0	0.00
ES344	250202	ACH RECEIVED ITEM	0.30000	2	0.60
06502	250302	ACH RETURN ITEM-ELECTRONIC	6.50000	0	0.00
ES803	250510	ONLINE PAYMENTS BATCH RELEASE	20.00000	4	80.00
ES230	250620	ACH DELETE - ITEM	30.00000	0	0.00
ES361	250642	ACH REVERSAL - ITEM	35.00000	0	0.00
34377	250000	ONLINE PAYMENTS BASE FEE	30.00000	3	90.00
ACH1D	250102	ONLINE PAYMENTS NEXT DAY ITEM	0.25000	73	18.25
ACHYD	250102	ONLINE PAYMENTS SAME DAY ITEM	1.50000	0	0.00
ES339	251010	ACH SPECIAL INVESTIGATION	35.00000	0	0.00
34333	251050	ACH FRAUD FILTER REVIEW MO BASE	5.00000	12	60.00
34333	251050	ACH FRAUD FILTER REVIEW MO BASE	25.00000	1	25.00
34335	251053	ACH FRAUD FILTER REVIEW - ITEM	14.00000	0	0.00
06525	250302	ACH NOC - ELECTRONIC	6.50000	0	0.00
34330	250703	ACH SUBSCRIPTION PER CO ID	55.00000	3	165.00
		GENERAL ACH SERVICES Subtotal			**444.70**

		WIRE & OTHER FUNDS TRANSFER SERVICE			
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	16.50000	0	0.00
ES191	350320	WIRE IN XBDR CORRESP BANK-USD/FX	7.70000	0	0.00
ES076	350310	WIRE IN XBDR USA ACCT-USD OR FX	22.00000	0	0.00
18901	350115	WIRE OUT XBDR FX VANTAGE/API	27.50000	0	0.00
ES141	350120	WIRE BOOK TRANSFER VANTAGE/API	8.80000	0	0.00
ES139	350100	WIRE OUT DOMESTIC VANTAGE/API	14.30000	1	14.30
ES147	350113	WIRE OUT XBDR USD VANTAGE/API	33.00000	0	0.00
18602	350560	WIRE INVESTIGATION	68.90000	0	0.00
18032	359999	WIRE OUT OUR CHG-USA ACCT	22.00000	1	22.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**36.30**

		INFORMATION SERVICES			
34101	400052	PLUS INFO RPTG BASE PER ACCT	60.00000	13	780.00
34129	400055	REPORTING ITEMS LOADED	0.05000	250	12.50
34129	400055	REPORTING ITEMS LOADED	0.10000	200	20.00
34129	400055	REPORTING ITEMS LOADED	0.00000	50	0.00
34216	400832	WIRE TEMPLATE ONLINE	0.36300	0	0.00
15017	400058	DESKTOP DEPOSIT MONTHLY BASE	30.00000	9	270.00
15003	400272	DESKTOP DEPOSIT REPORT PER ITEM	0.35000	18	6.30
		INFORMATION SERVICES Subtotal			**1,088.80**

		GENERAL ACH SERVICES			
CK018	250201	ELECTRONIC CREDITS POSTED	0.45000	160	72.00
06190	250630	ACH REJECT ITEM	6.50000	0	0.00
ES344	250202	ACH RECEIVED ITEM	0.30000	2	0.60
06502	250302	ACH RETURN ITEM-ELECTRONIC	6.50000	0	0.00
ES803	250510	ONLINE PAYMENTS BATCH RELEASE	20.00000	4	80.00
ES230	250620	ACH DELETE - ITEM	30.00000	0	0.00
ES361	250642	ACH REVERSAL - ITEM	35.00000	0	0.00
34377	250000	ONLINE PAYMENTS BASE FEE	30.00000	3	90.00
ACH1D	250102	ONLINE PAYMENTS NEXT DAY ITEM	0.25000	73	18.25
ACHYD	250102	ONLINE PAYMENTS SAME DAY ITEM	1.50000	0	0.00
ES339	251010	ACH SPECIAL INVESTIGATION	35.00000	0	0.00
34333	251050	ACH FRAUD FILTER REVIEW MO BASE	5.00000	12	60.00
34333	251050	ACH FRAUD FILTER REVIEW MO BASE	25.00000	1	25.00
34335	251053	ACH FRAUD FILTER REVIEW - ITEM	14.00000	0	0.00
06525	250302	ACH NOC - ELECTRONIC	6.50000	0	0.00
34330	250703	ACH SUBSCRIPTION PER CO ID	55.00000	3	165.00
		GENERAL ACH SERVICES Subtotal			**510.85**

		WIRE & OTHER FUNDS TRANSFER SERVICE			
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	16.50000	0	0.00
ES191	350320	WIRE IN XBDR CORRESP BANK-USD/FX	7.70000	0	0.00
ES076	350310	WIRE IN XBDR USA ACCT-USD OR FX	22.00000	0	0.00
18901	350115	WIRE OUT XBDR FX VANTAGE/API	27.50000	0	0.00
ES141	350120	WIRE BOOK TRANSFER VANTAGE/API	8.80000	0	0.00
ES139	350100	WIRE OUT DOMESTIC VANTAGE/API	14.30000	1	14.30
ES147	350113	WIRE OUT XBDR USD VANTAGE/API	33.00000	0	0.00
18602	350560	WIRE INVESTIGATION	68.90000	0	0.00
18032	359999	WIRE OUT OUR CHG-USA ACCT	22.00000	1	22.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**36.30**

		INFORMATION SERVICES			
34101	400052	PLUS INFO RPTG BASE PER ACCT	60.00000	13	780.00
34129	400055	REPORTING ITEMS LOADED	0.05000	250	12.50
34129	400055	REPORTING ITEMS LOADED	0.10000	200	20.00
34129	400055	REPORTING ITEMS LOADED	0.00000	50	0.00
34216	400832	WIRE TEMPLATE ONLINE	0.36300	0	0.00
15017	400058	DESKTOP DEPOSIT MONTHLY BASE	30.00000	9	270.00
15003	400272	DESKTOP DEPOSIT REPORT PER ITEM	0.35000	18	6.30
		INFORMATION SERVICES Subtotal			**1,088.80**

		INVESTMENT/CUSTODY SERVICES			
CS031	450403	SWEEP STAGECOACH INVEST ELECTRONIC	0.00000	7	0.00
CS030	450020	SWEEP STAGECOACH INVEST MTHLY BASE	50.00000	7	350.00
		INVESTMENT/CUSTODY SERVICES Subtotal			**350.00**

Pricing continued

		INVESTMENT/CUSTODY SERVICES			
CS031	450403	SWEEP STAGECOACH INVEST ELECTRONIC	0.00000	0	0.00
CS030	450020	SWEEP STAGECOACH INVEST MTHLY BASE	50.00000	0	0.00
		INVESTMENT/CUSTODY SERVICES Subtotal			**0.00**
		UNDEFINED SERVICES			
34246	99TTTT	VANTAGE CONNECT MO CONNECTION FEE	300.00000	1	300.00
		UNDEFINED SERVICES Subtotal			**300.00**
		SETUP CHARGES			
34375	251120	ONLINE PAYMENTS NEW ACH COID SETUP	50.00000	3	150.00
34376	251120	ONLINE PAYMENTS ORIG SETUP FEE	250.00000	1	250.00
06094	251001	ACH FRAUD FILTER - SET UP	25.00000	13	325.00
		GENERAL ACH SERVICES Subtotal			**725.00**
18325	359999	WIRE ACCOUNT ADD VANTAGE/API	25.00000	13	325.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**325.00**
		Total Analyzed Charges			**0.00**
		Total Analyzed Charges			**0.00**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**0.00**

		UNDEFINED SERVICES			
34246	99TTTT	VANTAGE CONNECT MO CONNECTION FEE	300.00000	1	300.00
		UNDEFINED SERVICES Subtotal			**300.00**
		SETUP CHARGES			
34375	251120	ONLINE PAYMENTS NEW ACH COID SETUP	50.00000	3	150.00
34376	251120	ONLINE PAYMENTS ORIG SETUP FEE	250.00000	1	250.00
06094	251001	ACH FRAUD FILTER - SET UP	25.00000	13	325.00
		GENERAL ACH SERVICES Subtotal			**725.00**
18325	359999	WIRE ACCOUNT ADD VANTAGE/API	25.00000	13	325.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**325.00**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**2,961.18**

Pricing Disclosures

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Consultant or visit:
Client Analysis Statement QRG: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/Client_Analysis_Stmnts_QRG.pdf
Element Glossary - PDF: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/cas_elem_gloss.pdf
Element Glossary - Excel: https://wellsoffice.wellsfargo.com/ceopub/assets/mso/PRC/client_analysis_stmt/cas_elem_gloss.xlsx

Regarding your services

Recoupment Fees
We may assess a Recoupment Fee (Wells Fargo code IAMTH) to partially recover insurance premiums we pay to the FDIC for deposit insurance. Recoupment Fee is subject to change by bank at any time. See Commercial Account Agreement for complete details.

Fee Calculation:
Per one thousand dollars of monthly average ledger balance you maintain in your account, multiplied by 0.12750. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Overdraft Fees
We may assess a $35 Overdraft Fee (Wells Fargo code 24250) for any item we pay into overdraft. We limit our overdraft paid fees to four per business day.

Use of Uncollected Funds Fee
We may assess Use of Uncollected Funds fee (Wells Fargo code ODACT) for each day your account has a daily negative collected account balance from uncollected funds being used. Fee Calculation: Average Daily Negative Collected Balance multiplied by Negative Collected Use of Funds Rate (Prime +3%) multiplied by Days of Month divided by 360.

Wire Book Transfer
A Vantage/API Wire book transfer is between two accounts initiated via Vantage/API Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single Vantage Company ID and entitled to Book Transfer.

Services with No Volumes
Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

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Coversheet

Approval of Updated CalOPS Record Retention Policy (attached)

Section: VII. Action Items
Item: E. Approval of Updated CalOPS Record Retention Policy (attached)
Purpose: Vote
Submitted by:
Related Material:
Record Retention and Disposal Policy BIM - CalOPS.docx.pdf
CalOPS Record Retention and Disposal Policy -(YMC review) (4929-0995-7325.v2).pdf

California Online Public Schools

Board Information Memo

SUBJECT: Record Retention and Disposal Policy
Category (Contract Approval, Policy, Personnel, General Approval. etc.): Policy
Date: 9/8/26
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): Board Policy / Authorizer Requirement
Decision Type (Action Item, Information Only, etc.): Action Item

Background (Brief Summary of Background Information):
The Orange County Department of Education (OCDE) has identified specific requirements for a record retention policy, including that the policy be Board approved, reflect current state and federal requirements, set retention timelines by record type, identify responsible roles, describe secure storage and disposal procedures, address both physical and digital records, and reflect the school's actual recordkeeping practices.

CalOPS currently maintains three separate documents addressing records: the Educational Records and Student Information Policy, the Record Retention policy, and the CalOPS Board Financial Document Retention Policy. The latter two were each approved by the Board on December 4, 2018 and most recently re-approved on March 11, 2025. In addition, the CalOPS Fiscal Policies include a Record Keeping section that cross-references the Records Retention Policy and establishes a seven-year minimum retention period for transaction ledgers, invoices, receipts, canceled and duplicate checks, attendance and entitlement records, payroll records, and other necessary fiscal documents.

The Record Retention Policy and the CalOPS Board Financial Document Retention Policy address substantially overlapping subject matter and are proposed for consolidation into the single policy presented here, which sets out a comprehensive retention schedule for all record types covered by the two former policies at Appendix A.

Consolidation also closes a gap that has been open since 2018. The current Record Retention policy states that a retention schedule "will be created" and that record categories "will be added to this policy as they are developed." That schedule was never incorporated into the policy. The proposed policy delivers it, setting specific retention periods by record type rather than deferring them to a document that does not yet exist.

The proposed policy applies to all records generated in the course of CalOPS's operations, in both physical and electronic form, by administrators, employees, volunteers, and board members. It designates the Superintendent (or designee) as Administrator responsible for implementing the policy and monitoring compliance, with authority to designate a Records Custodian to carry out day-to-day administration. Appendix A sets a retention schedule by record category — corporate, financial, insurance, contracts, legal, donations/fundraising, management plans, personnel, tax, and student records. The policy addresses how tangible and electronic records are stored, requires written agreements with any third-party vendor that stores, processes, or destroys records on CalOPS's behalf, sets procedures for destroying records once their retention period expires, and establishes a litigation hold process that suspends destruction during actual or foreseeable litigation, investigation, or audit.

Rationale (Why is this important and why is this coming to the Board):
OCDE requires that this policy be Board approved, so adoption by the Board is itself a condition of satisfying the requirement. Beyond compliance, consolidating three overlapping documents into one governing policy removes the risk of conflicting retention periods and gives staff a single authority to follow.

Record retention also carries risk in both directions. Destroying a record before its retention period expires can expose CalOPS to liability in litigation, audit, or investigation, and may constitute a compliance violation in itself. Retaining records beyond their required period increases storage cost, expands the volume of sensitive data subject to breach, and enlarges the scope of discovery in any future proceeding. A written, Board-approved policy establishes defensible practice in both directions.

The policy additionally allows the Administrator to designate a Records Custodian to oversee day-to-day compliance with the Retention Schedule and the lawful disposal of records, and establishes a litigation hold procedure in advance rather than under pressure. Staff recommends approval.

Evidence of Due Diligence:

Staff mapped each element of OCDE's stated requirements against the proposed policy:

OCDE requirement	Addressed in the proposed policy
Retention timelines by record type	Record Retention Schedule (Appendix A) — corporate, financial, insurance, contracts, legal, donations/fundraising, management plans, personnel, tax, and student records
Responsible roles identified	Administration and Oversight — Superintendent (or designee) as Administrator, with authority to designate a Records Custodian for day-to-day administration
Secure storage procedures	How Records are Stored and Secured — tangible records stored on premises or at an off-site storage facility; electronic records printed or stored electronically; written agreements required with any third-party vendor that stores, processes, or destroys records
Secure disposal procedures	Destruction/Deletion of Records — tangible records destroyed by shredding or other means rendering them unreadable; electronic records permanently removed by IT staff or vendor, including duplicate copies; disposal suspended under a Legal Hold
Both physical and digital records	Policy and Scope, and How Records are Stored and Secured — both formats addressed throughout
Reflects current state and federal requirements	Developed and finalized in consultation with Young, Minney & Corr, LLP, CalOPS legal counsel; the Third-Party Service Providers section requires agreements involving student information to comply with Education Code section 49073.1

Board approved	This action item

The consolidated Record Retention Schedule at Appendix A was reviewed against the retention periods previously set out in the Record Retention policy and the CalOPS Board Financial Document Retention Policy to confirm that no existing retention period was shortened in consolidation. The seven-year retention period for financial records in Appendix A is consistent with the Record Keeping section of the CalOPS Fiscal Policies; that section's cross-reference to the policy being rescinded will be updated to reference the Record Retention and Disposal Policy by its new title.

The Records Custodian role established by the policy is held by Felicia Scrivner, CalOPS Records Manager, so the responsibilities the policy assigns rest with an existing position rather than one yet to be created.

The policy was submitted to Young, Minney & Corr, LLP (YMC), CalOPS legal counsel, for review. Counsel's redlines have been received and incorporated, and the policy presented here for adoption reflects that review to completion.

Fiscal Impact:
None. The policy establishes retention requirements and assigns administrative responsibility. It does not authorize expenditures or alter approval thresholds.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Motion to approve the CalOPS Record Retention and Disposal Policy and to rescind the Record Retention policy and the CalOPS Board Financial Document Retention Policy, each most recently approved March 11, 2025, effective upon adoption.

Prepared/Recommended/Approved By:
Dan Hertzler, Director of Operations

California Online Public Schools

Record Retention and Disposal Policy

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:
California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Approved by CalOPS Board of Directors _____

I. Purpose

The records of California Online Public Schools ("Charter School") are important to the efficient and effective operation of the Charter School. Charter School records include those produced and received by Charter School's administrators, employees, volunteers, and board members, both in electronic and paper form, when acting in the course and scope of their roles at Charter School. Charter School records are those found on computers, email accounts, or other electronic storage devices owned or controlled by Charter School and may include Charter School records on personal devices and email accounts. Items that may seem unimportant, such as interoffice e-mails, desktop calendars, and printed memoranda are considered records under this Policy.

The purpose of this Policy is to ensure that necessary records of Charter School are adequately protected and maintained and that records no longer needed by Charter School or that are of no value are appropriately discarded at the proper time. This Policy should also aid administrators, employees, volunteers, and board members of Charter School (sometimes referred to herein as "you") in understanding obligations in retaining electronic documents, including e-mail, web files, text files, sound and movie files, PDF, Word, or other native-formatted files. If you are ever uncertain as to any procedures set forth in this Policy (e.g., what records to retain or destroy, when to do so, or how), it is your responsibility to seek direction from the Administrator of this Policy (defined below).

II. Policy and Scope

This is Charter School's formal policy (the "Policy") regarding the retention and destruction of records, including electronic documents. This Policy applies to all records generated in the course of Charter School's operation, including both original documents and reproductions. It also applies to electronic documents.

The goals of this Policy are to:

- Retain important documents for reference and future use;
- Delete or dispose of documents that are no longer necessary for the operation of Charter School charter schools;
- Organize important documents for efficient retrieval; and

- Ensure that Charter School's administrators, employees, volunteers, and board members know what documents should be retained, the length of their retention, means of storage, and when / how they should be destroyed.

Federal and state laws require Charter School to maintain certain types of records for particular periods. Failure to maintain such records could subject Charter School to penalties and fines, obstruct justice, affect evidence, and/or seriously harm Charter School's position in tax or litigation matters. Thus, it is important that you understand and comply with this Policy and any future records retention or destruction policies and schedules. Notwithstanding anything contrary to this Policy, you should retain and seek direction from the Administrator concerning any records which you reasonably believe:

(i) are or could be relevant to any future tax or litigation matter;

(ii) arise from a dispute that could lead to litigation; or

(iii) pertain to a lawsuit in which Charter School is a party. In such situations, Charter School must preserve records unless or until Charter School's legal counsel determines that the records are no longer needed.

"Records" discussed herein refers to all business records of Charter School (and is used interchangeably with "documents"), including written, printed, and recorded materials, as well as electronic records (i.e., e-mails and documents saved electronically). All records shall be retained for a period no longer than necessary for the proper conduct and functioning of Charter School. No business records shall be retained longer than seven (7) years, except those that: (i) have periods provided for herein; (ii) are in the Record Retention Schedule, found at **Appendix A**; or (iii) are specifically exempted by the Administrator.

III. Administration and Oversight

Attached as Appendix A is a Record Retention Schedule (the "Retention Schedule") that is approved as the initial maintenance, retention and disposal schedule for physical records of Charter School and the retention and disposal of electronic documents. The Retention Schedule lists several categories of records, as well as specific records that contain specific retention periods. The Superintendent of Charter School (the "Administrator") or her/his designee is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Retention Schedule is followed. The Administrator is also authorized to: (i) make modifications to the Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for Charter School and the charter schools it operates; (ii) monitor local, state and federal laws affecting record retention; (iii) annually review the record retention and disposal program; and (iv) monitor compliance with this Policy.

To ensure compliance with this Policy, the Administrator is responsible for the following oversight functions:

- Implementing this Policy;
- Ensuring that administrators, employees, volunteers, and board members are properly informed, understand, and follow this Policy and the Retention Schedule;
- Providing oversight on actual retention and destruction/disposal of documents;
- Ensuring proper storage of documents;
- Periodically following-up with legal counsel to ensure proper retention periods are in place;
- Suspending the destruction of documents upon actual or foreseeable litigation or governmental investigation; and

- Keeping administrators, employees, volunteers, and board members apprised of changes in relation to this Policy or the Retention Schedule.

The Administrator shall periodically review this Policy and Retention Schedule, modify them accordingly, and inform and educate all Charter School administrators, employees, volunteers, and board members on any such changes. All document retention and/or destruction questions should be directly addressed to the Administrator.

The Administrator may designate a Records Custodian to carry out the day-to-day administration of this Policy. The Records Custodian shall maintain the Retention Schedule; develop and monitor procedures implementing this Policy; ensure that records are stored securely and retained for the periods set forth in the Retention Schedule; oversee the lawful disposal of records and complete the Certificate of Records Disposal Form for each disposal; retain completed Certificates; and report to the Administrator on compliance with this Policy. Designation of a Records Custodian does not relieve the Administrator of responsibility for the administration of this Policy.

IV. How Records are Stored and Secured

Tangible Records

Tangible records are those which you must physically move to store, such as paper records (including printed versions of electronically saved records), photographs, audio recordings, advertisements and promotional items. Active records that are retained as set forth in the Retention Schedule and need to be easily accessible may be stored in Charter School's administration space or equipment. Inactive tangible records that are retained as set forth in the Retention Schedule may be sent to an off-site storage facility.

Electronic Records

Electronic mail ("e-mail") that is required to be retained as set forth in the Retention Schedule should be either printed and stored as tangible records or stored electronically.

Third-Party Service Providers

Any third party that stores, processes, or destroys Charter School records on its behalf shall do so under a written agreement requiring the provider to maintain the confidentiality and security of the records, to use them only for purposes authorized by the Charter School, and to return or securely destroy them at the conclusion of the engagement. Agreements involving student information shall comply with Education Code section 49073.1.

V. Destruction/Deletion of Records

Tangible Records

Tangible records that are not required to be retained as set forth in the Retention Schedule should be destroyed by shredding or some other means that will render them unreadable. If you have a record that you do not know how to destroy, such as a photograph, compact disk, or tape recording, ask the advice of the Administrator.

Electronic Records

E-mail records that you "delete" from a device typically remain in Charter School's system. Thus, Charter School information technology ("IT") staff or vendor will be responsible for permanently removing deleted emails from the computer system that are not required to be retained as set forth in the Retention Schedule. Permanently deleting a file is usually sufficient in most circumstances to dispose of a record.

However, because electronic records can be stored in many locations, Charter School's IT staff or vendor will be responsible for permanently removing deleted files from the entire system. Keep in mind, where duplicate records are involved, both/all copies should be destroyed/deleted, where proper.

Email that is considered SPAM or advertising and is not necessary to the discharge of an official duty may be immediately deleted.

VI. Suspension of Record Disposal in the Event of Litigation, Investigation, or Claims

In the event Charter School is served with a document subpoena, or an employee becomes aware of a governmental investigation or audit concerning Charter School or the commencement of any litigation against or concerning Charter School, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of legal counsel, determines otherwise ("Legal Hold"). A Legal Hold will always supersede any retention period noted in **Appendix A** below. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

APPENDIX A - RECORD RETENTION SCHEDULE

The following types of records will be retained for the following periods of time. At least one copy of each record will be retained according to the following schedule:

A. CORPORATE RECORDS

Document	Time Period
Articles of Incorporation *(including all amendments)*	Permanent
Corporate Bylaws	Permanent
IRS Application for Tax Exempt Status (Form 1023)	Permanent
IRS Letter of Determination granting tax-exempt status	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
State Determination Letter granting tax-exempt status	Permanent
Board Policies/Resolutions	Permanent
Board and Committee Meeting Minutes, including the text of a rule, regulation, policy or resolution not set forth verbatim in the minutes but included therein by reference.	Permanent
Sales Tax Exemption Documents	Permanent
Tax ID Number Designations	Permanent
Licenses and Permits	Permanent
Annual Reports	Permanent
School Employee Directories	Permanent
Employee Newsletters and Handbooks	Permanent
Yearbooks and Other School Publications	Permanent

B. FINANCIAL RECORDS

Document	Time Period
Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Average Daily Attendance Reporting	Permanent
Official budgets for each fiscal year	Permanent
All detailed records related to land building and equipment.	Permanent
Real estate closing statements	Permanent
Average Daily Attendance Reports, including reports for the first and second interim reporting periods (P-1 and P-2)	Permanent
Financial report of all funds, including cafeteria and student body funds	Permanent
Records relating to loans, bonds, receivable sales, or any other liability.	Permanent
Check Registers/Books	7 years
Business Expenses Documents	7 years

Document	Time Period
Bank Statements and Bank Deposit Slips	7 years
Cancelled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property and Asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years
Travel, Transportation, Entertainment and Gift Expenses (specific recordkeeping rules apply to these expenses. For more information, see IRS Publication 463).	3 years from the date you file an income tax return on which a deduction or item of income is claimed. If the nonprofit does not file a return, or a fraudulent return is filed, records must be kept indefinitely.

C. INSURANCE RECORDS

Document	Time Period
Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements/Denials	Permanent

D. CONTRACTS

Document	Time Period
All Insurance Contracts	Permanent
Construction Contracts	Permanent
Loan/Mortgage and Real Estate Documents	Permanent
Leases/Deeds	Permanent
Vendor Contracts	7 years
Warranties	7 years

E. LEGAL RECORDS

Document	Time Period
Legal Correspondence	Permanent
Litigation Files	Permanent
Court Orders	Permanent
Trademark and Copyright Registrations	Permanent

F. DONATIONS / FUNDRAISING RECORDS

Document	Time Period
Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years
All requested IRS/grantee correspondence including determination letters and "no change" in exempt status letters	7 years
All evidence of returned grant funds	7 years

G. MANAGEMENT PLANS AND PROCEDURES

Document	Time Period
Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Disaster Recovery Plan	7 years

H. PERSONNEL RECORDS

General Principle: Pension documents and supporting employee data shall be kept in such a manner that can establish at all times whether or not any pension is payable to any person and if so, the amount of such pension.

Document	Time Period
Employment and Performance • Employment contacts/agreements • Training and testing • Performance goals • Performance evaluations • Written feedback and commendations • Promotions and demotions • Letters of reprimand and discipline • Performance Improvement Plans • Termination, resignation, lay-offs, etc.	Permanent
Recruitment, Hiring and Job Placement Records • Job applications • Job descriptions • Resumes • Letters of recommendation • Job advertisements/postings • Results of non-medical pre-employment tests • Offers of employment • Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) • Employee training (harassment prevention, mandated reporting, etc.)	4 years after separation, or for the duration of any claim or litigation

Document	Time Period
• Employee certificates, credentials, licenses, and other evidence of qualifications • Certificate of criminal background check clearance (or failure)	
Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) * • Requests for leave** • Health care provider notes • Leave calculations • Records of disputes regarding leave • Employee benefits related to leave • Leave policies	4 years after separation * Records that contain employee confidential medical information should be retained in a separate, secure file. **Sick leave record is **permanent.**
Employee Wage Records • Wage rates and calculations • Shift schedules (hours and days) • Time cards • Individual calculations for absences, sick days, vacation days, etc. • Itemized wage statements/pay stubs	3 years after separation Note: If a record is both a *wage record* and a *payroll record*, follow the longer retention period.
Employee Payroll Records • Employee name, address, age, and occupation • Individual wage records • Regularly hourly rate • Hours worked (daily/weekly) • Weekly overtime earnings • Daily and weekly straight time earnings • Deductions from or additions to wages • Wages paid each pay period • Pay dates and pay periods • Unemployment Insurance Records	Permanent
Employment Eligibility (I-9 Forms)	The later of (a) 1 year after separation, or (b) 3 years from date of hire.
Employee Health Records* • First-aid records • Job injuries (causing loss of work time) • Drug and alcohol test records	5 years after separation * Records that contain employee confidential medical information should be retained in a separate, secure file.
Employee Workers' Compensation Records • Copies of claim forms • Reports of occupational injury or illness • Letters of denial of benefits • Reports to the Division of Workers' Compensation • Benefits paid • Estimates of future benefits • Applications to the Workers' Compensation Appeals Board	5 years after date of injury and 2 years after claim has been closed. * Records that contain employee confidential medical information should be retained in a separate, secure file.

Document	Time Period
• Orders and Awards of the Workers' Compensation Appeals Board	
Employee Benefit Records • Benefits elections • Beneficiary designations • Eligibility determinations • COBRA notices • Summary plan descriptions • Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical)	6 years after separation, but not less than 1 year following a plan termination. * Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.
Chemical Safety and Toxic Exposure Records	30 years after separation (medical records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment)

I. TAX RECORDS

General Principle: Charter School must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any tax return or audit.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, sales and property tax laws.

Document	Time Period
IRS Annual Tax Filing Form 990	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
IRS Form 1099 Filings	Permanent
Payroll tax returns and withholding returns	Permanent
Earnings records	Permanent
W-2 statements	Permanent

J. STUDENT RECORDS

Document	Time Period
Mandatory Permanent (Original or copy)	Permanent (even after student leaves the charter school) * Age-verification documents (e.g., birth certificates or passports) that reveal immigration or citizenship status will be used only to verify age
(A) Legal name of student	
(B) Date of Birth	
(C) Method of verification of birth	
(D) Sex of student	
(E) Place of birth	
(F) Name and address of parent of minor student	

Document	Time Period
- Address of minor student if different than above.	and will not be retained in the student's education record.
- An annual verification of the name and address of the parent and the residence of the student.	
(G) Entering and leaving date of each school year and for any summer session or other extra session	
(H) Subjects taken during each year, half-year, summer session or quarter	
(I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken.	
(J) Verification of or exemption from required immunizations	
(K) Date of high school graduation or equivalent	
Mandatory Interim (Original or copy)	
(A) A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.	At least 3 school years after the student leaves the charter school or usefulness ceases.
(B) Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver.	
(C) Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.	
(D) Language training records.	
(E) Progress slips and/or notices as required by Education Code Sections 49066 and 49067.	
(F) Parental restrictions regarding access to directory information or related stipulations.	
(G) Parent or adult pupil rejoinders to challenged records and to disciplinary action.	
(H) Parental authorizations or prohibitions of pupil participation in specific programs.	
(I) Results of standardized tests administered within the preceding three years.	
(J) Expulsion order	
(K) Independent Study Records, including but not limited to independent study agreements, representative samples of student work product, contemporaneous records documenting student attendance, evaluations pursuant to Education Code Section 51747 determining whether it is in the best interest of the pupil to remain in independent study, records of pupil participation or lack of participation in synchronous instruction and	4 years

Document	Time Period
live interaction as applicable by grade level, written or computer-based evidence of pupil engagement that includes but is not limited to, a grade book or summary document that for each class, lists all assignments, assessments, and associated grades.	
(L) Documentation of continuous enrollment and satisfactory progress towards a high school diploma for pupils 19 and over.	4 years
Permitted Records (Original or copy)	At least 6 months after the student's completion of or withdrawal from the charter school.
(A) Objective counselor and/or teacher ratings.	
(B) Standardized test results older than three years.	
(C) Routine discipline data *(not including expulsion orders)*.	
(D) Verified reports of relevant behavioral patterns.	
(E) All disciplinary notices *(not including expulsion orders)*.	
(F) Attendance records not used for apportionment or compulsory education *(i.e. attendance rosters, truancy letters, SART/SARB contract, etc.)*	
Miscellaneous	
Individual student injury record for which a claim was filed	Permanent (or if litigated, 4 years settlement / dismissal of the claim)
Individual student injury record for which a claim was not filed.	4 years

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