California Online
Public Schools

California Online Public Schools

California Online Public Schools (CalOPS) Board Meeting

Published on October 8, 2026 at 9:21 AM PDT

Date and Time

Tuesday October 13, 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
9423 Reseda Blvd. Apt #230, Northridge, CA 91324
4108 W Avenue J6, Lancaster, CA 93536
3950 Crondall Dr, Sacramento, CA 95864

Join Zoom Meeting
https://californiaops-org.zoom.us/j/92843576813
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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.

		Purpose	Presenter	Time

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 https://californiaops.org/governance/

III. Oral Reports

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

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

B.	Principal's Report	FYI	Marcus White	
C.	CalOPS Financial Services Report	FYI	LaChelle Carter	

1. CalOPS Consolidated Financial Presentation (attached)
2. East West Bank Transition
3. Fiscal Policy CLA Review

D.	Policy, Compliance, and Legislative Updates	FYI	Dan Hertzler	

IV. Information Items

A.	Board Retreat Updates	Discuss	Dan Hertzler	

1. Board Retreat Agenda Draft (attached)

B.	Purple Star Certification (attached)	Discuss	Dan Hertzler	

		Purpose	Presenter	Time
C.	Student Services Updates (attached)	Discuss	Mackenzie Duran	

V. Consent Items

A.	Approval of Minutes from the September 8, 2026 CalOPS Board Meeting (attached)	Vote	Dan Hertzler	
B.	Approval of Minutes from September 29, 2026 CalOPS Special Board Meeting (attached)	Vote	Dan Hertzler	
C.	Approval of Staffing Report (attached)	Vote	Zana Kidd	
D.	Approval of Check Register (attached)	Vote	LaChelle Carter	
E.	Approval of Credit Card Statements (attached)	Vote	LaChelle Carter	
F.	Ratification of Special Education Service Contracts (to follow)	Vote	LaChelle Carter	
G.	Approval of Updated Educational Records and Student Information Policy (attached)	Vote	Dan Hertzler	
H.	Approval of Math Placement Annual Report (attached)	Vote	Leslie Dombek	

VI. Action Items

A.	Approval of Student Board Member	Vote	Matt Brockway and Dan Hertzler	
B.	Approval of Resolution to Document the Closure of California Online Public Schools Southern California (attached)	Vote	Dan Hertzler	
C.	Approval of Resolution to Establish a District Number (attached)	Vote	LaChelle Carter	
D.	Approval of Resolution to Establish a Charter School Fund (attached)	Vote	LaChelle Carter	
E.	Approval of Resolution for OCDE to Issue Funds to CalOPS SoCal (attached)	Vote	LaChelle Carter	
F.	Approval of Hartford STD/LTD Voluntary Benefits (attached)	Vote	Zana Kidd	

		Purpose	Presenter	Time
G.	Approval of Empower 401(k) Plan Audit & Corrections (attached)	Vote	Matthew Lemos	
H.	Approval of Staff Tech Refresh Purchase (attached)	Vote	Dan Hertzler	
I.	Approval of SoftMSP Settlement Agreement Payment (attached)	Vote	Dan Hertzler	

VII. Closed Session

A.	CLOSED SESSION - Brown Act	Discuss		

1. **Confidential Student Enrollment Matter – Consideration of Enrollment of Previously Expelled Student**
    1. **Case No.: 2627-5**
2. **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
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION § 54957**
    - Title: Co-Superintendent of Finance, Educational and Student Services
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION § 54957**
    - Title: Co-Superintendent of Operations, Human Resources, and Business Services

B.	Closed Session Report Out	FYI	James Stockdale	

VIII. Closing Items

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

Coversheet

CalOPS Financial Services Report

Section:	III. Oral Reports
Item:	C. CalOPS Financial Services Report
Purpose:	FYI
Submitted by:	
Related Material:	CalOPS_ August FRCST_Board 10.13.26.pdf

CHARTER IMPACT

CALIFORNIA ONLINE PUBLIC SCHOOLS

August Financial Update | FY 2026-27

Actuals through August 31, 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

MoM - Month-over-Month

MYP - Multi-Year Projection

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

SACS - Standardized Account Code Structure

SPED - Special Education

SSPDBG - Student Support and Professional Development Block Grant

STRS - State Teachers' Retirement System

UA - Unaudited Actuals

YTD - Year-to-Date

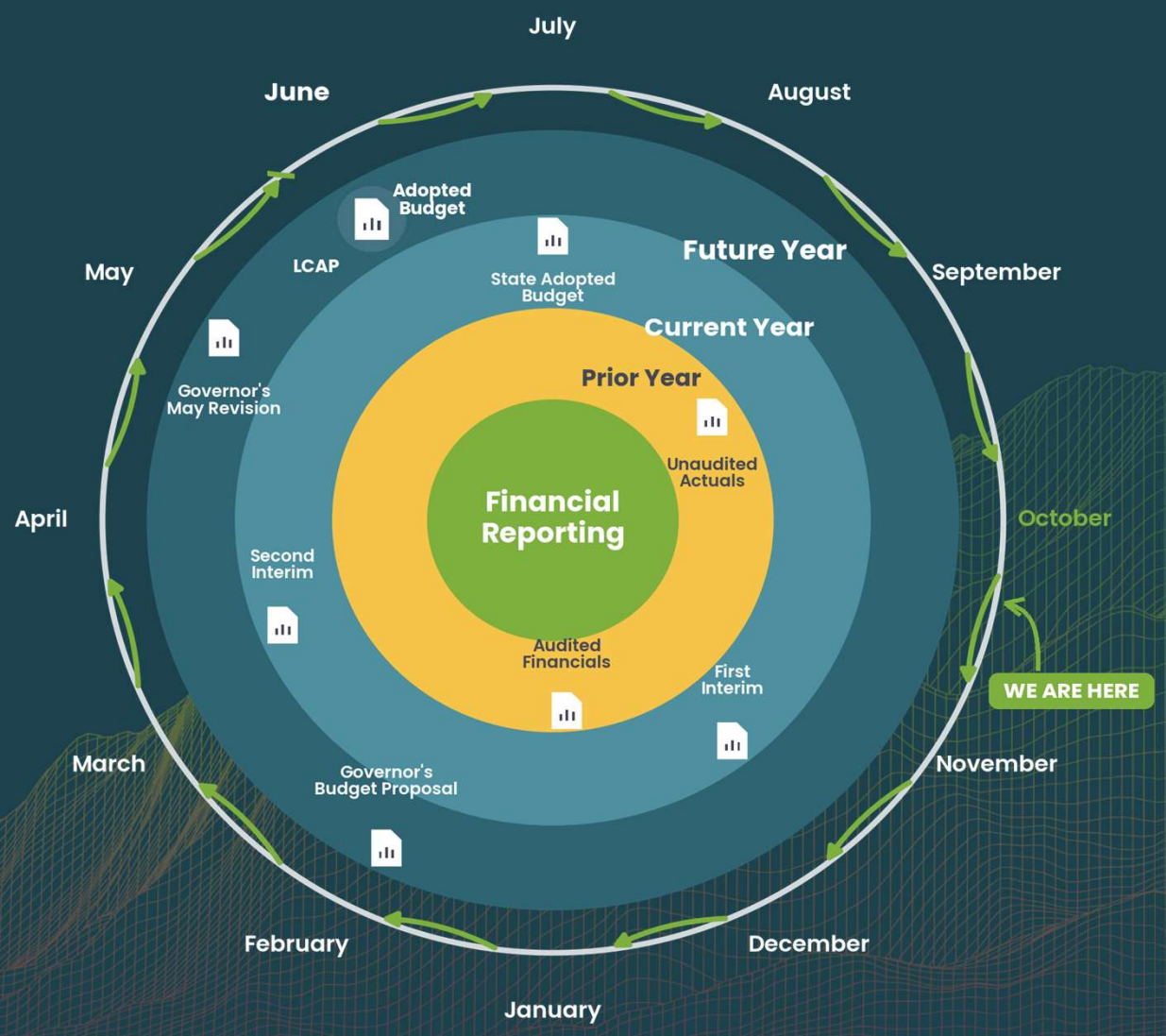
Budget Cycle

The financial reporting lifecycle runs continuously across the prior, current, and future fiscal years.

We are here: Monthly Forecast & Unaudited Actuals

FY 2025-26 unaudited actuals now set the beginning fund balance, and the FY 2026-27 forecast is updated monthly with actuals.

Next milestone: **First Interim** (actuals through October 31), due December 15.



Summary

Highlights

- Enrollment **8,519** (+442 vs. July and budget) | ADA **8,178** at 96.0% attendance
- Revenue **$135.1M**: +$4.6M vs. July and +$4.6M vs. budget, mostly LCFF on higher ADA
- Expenses **$126.1M**: -$0.6M vs. July; +$1.9M vs. budget
- Surplus **$9.0M** (7.1%): up $5.2M from July; +$2.7M vs. budget
- Beginning fund balance updated to FY26 unaudited actuals: **$14.8M** (-$1.6M vs. July; -$4.4M vs. adoption)
- Ending fund balance **$23.8M** (18.9%): +$3.6M vs. July; -$1.7M vs. budget
- Expenses will be monitored closely to support enrollment growth

	TOTAL · FY 2026-27 Annual / Full Year		vs. July Forecast (MoM)		vs. Adopted Budget	
		Aug Forecast	Jul Forecast	$ Change	Budget	Fav / (Unf)
	Enrollment	**8,519**	**8,077**	**442**	**8,077**	**442**
	ADA	**8,178**	**7,909**	**269**	**7,914**	**264**
Revenue	State Aid-Rev Limit	$116,903,216	$112,818,321	$4,084,895	$112,818,321	$4,084,895
Revenue	Federal Revenue	2,404,852	2,341,168	63,683	2,341,168	63,683
Revenue	Other State Revenue	15,624,871	15,180,953	443,918	15,180,953	443,918
Revenue	Other Local Revenue	147,380	114,930	32,450	125,326	22,055
	Total Revenue	**$135,080,320**	**$130,455,373**	**$4,624,947**	**$130,465,768**	**$4,614,551**
Expenses	Certificated Salaries	$55,769,851	$56,750,578	($980,727)	$56,890,421	$1,120,570
Expenses	Classified Salaries	5,201,084	4,907,439	293,645	3,317,287	(1,883,797)
Expenses	Benefits	25,115,083	25,253,537	(138,454)	24,009,479	(1,105,604)
Expenses	Books and Supplies	12,160,608	12,340,513	(179,905)	10,716,081	(1,444,526)
Expenses	Subagreement Services	10,122,427	10,778,167	(655,740)	13,277,800	3,155,373
Expenses	Operations	2,402,440	2,304,961	97,479	2,137,437	(265,003)
Expenses	Facilities	1,580,360	1,616,984	(36,624)	1,560,400	(19,960)
Expenses	Professional Services	13,704,906	12,678,973	1,025,932	12,207,347	(1,497,558)
Expenses	Depreciation	50,110	54,905	(4,795)	59,700	9,590
	Total Expenses	**$126,106,868**	**$126,686,057**	**($579,189)**	**$124,175,952**	**($1,930,916)**
	Total Surplus / (Deficit)	**$8,973,451**	**$3,769,315**	**$5,204,136**	**$6,289,816**	**$2,683,635**
	As a % of Annual Expenses	*7.1%*	*3.0%*		*5.1%*	
Full Year	Beginning Fund Balance (7/1)	$14,807,561	$16,403,984	($1,596,423)	$19,168,846	($4,361,285)
Full Year	**Ending Fund Balance (6/30)**	**$23,781,013**	**$20,173,299**	**$3,607,713**	**$25,458,661**	**($1,677,649)**
	As a % of Annual Expenses	*18.9%*	*15.9%*		*20.5%*	
	Year-End Cash	**$32,637,941**	**$31,770,658**	**$867,283**	**$31,770,658**	**$867,283**

Month-over-Month: What Changed

August forecast vs. July forecast, with the driver behind each line that moved

	Aug Forecast	Jul Forecast	$ Change	What changed
Enrollment	8,519	8,077	442	Up 442 students (+5.5%) vs. July (8,519 vs. 8,077)
ADA	8,178	7,909	269	Up 269 ADA (+3.4%) vs. July; drives the LCFF increase
State Aid (LCFF)	$116,903,216	$112,818,321	$4,084,895	LCFF +$3.6M from higher ADA; EPA +$194K; in-lieu property taxes +$260K
Federal Revenue	2,404,852	2,341,168	63,683	
Other State Revenue	15,624,871	15,180,953	443,918	Follows ADA
Other Local Revenue	147,380	114,930	32,450	New other local revenue (8690) +$35K; prior-year dividend income received in FY27
Total Revenue	**$135,080,320**	**$130,455,373**	**$4,624,947**	About 78% of the increase is LCFF from higher ADA
Certificated Salaries	$55,769,851	$56,750,578	($980,727)	Long-term sub impact cut 50%; one new teacher FTE; paras moved to classified (2100)
Classified Salaries	5,201,084	4,907,439	293,645	Paraprofessionals moved from certificated to classified instructional salaries
Benefits	25,115,083	25,253,537	(138,454)	Full health & retirement booked for new hires; long-term sub benefits TBD
Books and Supplies	12,160,608	12,340,513	(179,905)	Textbooks frontloaded, August spending down ~80%, holding for enrollment growth
Subagreement Services	10,122,427	10,778,167	(655,740)	SPED contracts reduced as SPED moves in-house with paras; monitoring the trend
Operations	2,402,440	2,304,961	97,479	Communications placeholder was added for enrollment growth
Facilities	1,580,360	1,616,984	(36,624)	Net decrease vs. July; other leases up 10%
Professional Services	13,704,906	12,678,973	1,025,932	IT is the largest increase; $430K PD placeholder (possible April Mega PD) kept
Total Expenses	**$126,106,868**	**$126,686,057**	**($579,189)**	
Surplus / (Deficit)	**$8,973,451**	**$3,769,315**	**$5,204,136**	Revenue +$4.6M and expenses -$0.6M; now 7.1% of expenses vs. 3.0%
Beginning Fund Balance	$14,807,561	$16,403,984	($1,596,423)	Updated to FY 2025-26 unaudited actuals
Ending Fund Balance	**$23,781,012**	**$20,173,299**	**$3,607,713**	Up $3.6M from the higher surplus; 18.9% of expenses vs. 15.9%
Year-End Cash	$32,637,941	$31,770,658	$867,283	

Attendance Data and Metrics

- Average enrollment: **8,519** vs. 8,077 budgeted (**+442**, +5.5%)
- Forecast ADA: **8,178** at a **96.0%** attendance rate (budget: 7,914 at 98.0%)
- Unduplicated pupil percentage: **60.4%** (budget 60.1%)
- Growth is led by OC (**+276**) and Central Valley (**+76**); North Bay is flat

TOTAL	Forecast	Budget	Var
Average Enrollment	8,519	8,077	+442
ADA	8,178	7,914	+264
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	60.4%	60.1%	+0.3 pts
Revenue per ADA	$16,517	$16,485	+$32
Expenses per ADA	$15,420	$15,691	($271)

OC

	Forecast	Budget	Var
Average Enrollment	4,462	4,186	+276
ADA	4,284	4,101	+183
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	60.3%	60.3%	-
Revenue per ADA	$16,237	$16,198	+$39
Expenses per ADA	$15,030	$15,611	($580)

Central Valley

	Forecast	Budget	Var
Average Enrollment	1,163	1,087	+76
ADA	1,116	1,065	+51
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	73.7%	73.7%	-
Revenue per ADA	$18,504	$18,503	+$1
Expenses per ADA	$16,865	$15,816	+$1,049

NorCal

	Forecast	Budget	Var
Average Enrollment	1,871	1,832	+39
ADA	1,796	1,795	+1
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	56.2%	56.2%	-
Revenue per ADA	$16,102	$16,087	+$15
Expenses per ADA	$15,684	$15,696	($13)

North Bay

	Forecast	Budget	Var
Average Enrollment	206	207	-1
ADA	198	203	-5
Attendance Rate	96.0%	98.1%	-2.1 pts
Unduplicated %	62.6%	62.6%	-
Revenue per ADA	$16,734	$16,833	($99)
Expenses per ADA	$16,219	$15,962	+$257

Monterey Bay

	Forecast	Budget	Var
Average Enrollment	606	574	+32
ADA	582	563	+19
Attendance Rate	96.0%	98.1%	-2.1 pts
Unduplicated %	46.9%	46.9%	-
Revenue per ADA	$15,955	$15,916	+$39
Expenses per ADA	$14,628	$15,834	($1,207)

Central Coast

	Forecast	Budget	Var
Average Enrollment	211	191	+20
ADA	203	187	+16
Attendance Rate	96.0%	97.9%	-1.9 pts
Unduplicated %	61.2%	51.2%	+10.0 pts
Revenue per ADA	$16,560	$16,461	+$99
Expenses per ADA	$14,843	$15,946	($1,103)

Revenue

- FY 2026-27 forecast revenue: **$135.1M** ($16,517 per ADA), **+$4.6M** (+3.5%) vs. adopted budget
- State Aid (LCFF): **$116.9M** (+$4.1M), reflecting forecast ADA of 8,178 vs. 7,914 budgeted
- Other State: $15.6M (+$0.44M) | Federal: $2.4M (+$0.06M) | Other Local: $0.15M
- Year-to-date revenue of $2.4M is $0.5M behind the budgeted spread, a timing difference in state apportionments
- SoCal (OC) receives its first new-school apportionment in December/January; no OC revenue has been received year-to-date

TOTAL	Year-to-Date (Jul–Aug)			Annual / Full Year		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$1,834,327	$2,596,520	($762,193)	$116,903,216	$112,818,321	$4,084,895
Federal Revenue	1	-	1	2,404,852	2,341,168	63,683
Other State Revenue	522,954	263,213	259,741	15,624,871	15,180,953	443,918
Other Local Revenue	42,942	18,182	24,761	147,380	125,326	22,055
Total Revenue	**$2,400,224**	**$2,877,915**	**($477,691)**	**$135,080,320**	**$130,465,768**	**$4,614,551**

Revenue

OC +$3.1M and **Central Valley** +$1.0M lead the increase on higher enrollment; North Bay is $0.1M below budget

OC	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$61,202,953	$58,423,384	$2,779,569
Federal Revenue	1,139,036	1,093,616	45,421
Other State Revenue	7,183,463	6,877,796	305,667
Other Local Revenue	27,060	32,472	(5,412)
Total Revenue	**$69,552,513**	**$66,427,268**	**$3,125,244**

North Bay	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$2,796,658	$2,898,385	($101,727)
Federal Revenue	73,852	75,317	(1,465)
Other State Revenue	432,529	440,235	(7,707)
Other Local Revenue	6,370	3,186	3,183
Total Revenue	**$3,309,409**	**$3,417,124**	**($107,715)**

Central Valley	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$17,503,648	$16,657,447	$846,201
Federal Revenue	390,539	377,165	13,374
Other State Revenue	2,743,628	2,656,827	86,800
Other Local Revenue	21,710	14,090	7,621
Total Revenue	**$20,659,525**	**$19,705,529**	**$953,996**

Monterey Bay	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$7,941,173	$7,663,018	$278,155
Federal Revenue	161,246	158,036	3,210
Other State Revenue	1,156,081	1,124,654	31,427
Other Local Revenue	23,657	15,261	8,395
Total Revenue	**$9,282,157**	**$8,960,969**	**$321,187**

NorCal	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$24,533,937	$24,501,857	$32,080
Federal Revenue	587,193	587,009	184
Other State Revenue	3,761,151	3,759,679	1,473
Other Local Revenue	39,995	28,060	11,935
Total Revenue	**$28,922,277**	**$28,876,604**	**$45,672**

Central Coast	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$2,924,847	$2,674,230	$250,617
Federal Revenue	52,984	50,025	2,960
Other State Revenue	348,020	321,761	26,258
Other Local Revenue	28,589	32,257	(3,668)
Total Revenue	**$3,354,440**	**$3,078,273**	**$276,167**

Expenses

- FY 2026-27 forecast expenses: **$126.1M** ($15,420 per ADA), **+$1.9M** (+1.6%) vs. budget
- Salaries & benefits: **$86.1M**, 68% of expenses; classified +$1.9M as paras move to classified, benefits +$1.1M, certificated -$1.1M
- Subagreement services **-$3.2M** as SPED services move in-house
- Books & supplies +$1.4M (curriculum and software licenses for ~8.5K students); professional services +$1.5M (IT, PD)
- Year-to-date spending is $3.8M above the budgeted spread, mainly annual curriculum, software, and lease payments made in July for BTS

TOTAL	Year-to-Date (Jul–Aug)			Annual / Full Year		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Certificated Salaries	$8,925,190	$9,285,646	$360,456	$55,769,851	$56,890,421	$1,120,570
Classified Salaries	575,455	540,098	(35,356)	5,201,084	3,317,287	(1,883,797)
Benefits	3,687,040	3,914,911	227,871	25,115,083	24,009,479	(1,105,604)
Books and Supplies	5,582,400	2,235,115	(3,347,285)	12,160,608	10,716,081	(1,444,526)
Subagreement Services	297,399	1,180,045	882,646	10,122,427	13,277,800	3,155,373
Operations	579,288	314,285	(265,003)	2,402,440	2,137,437	(265,003)
Facilities	652,138	260,067	(392,072)	1,580,360	1,560,400	(19,960)
Professional Services	2,526,956	1,278,841	(1,248,115)	13,704,906	12,207,347	(1,497,558)
Depreciation	360	9,950	9,590	50,110	59,700	9,590
Total Expenses	**$22,826,226**	**$19,018,958**	**($3,807,268)**	**$126,106,868**	**$124,175,952**	**($1,930,916)**

Expenses

OC · Central Valley · NorCal

OC	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$28,877,141	$29,725,001	$847,859
Classified Salaries	2,778,473	1,698,011	(1,080,461)
Benefits	12,607,000	12,075,230	(531,770)
Books and Supplies	5,770,256	5,552,869	(217,387)
Subagreement Services	5,205,462	6,881,556	1,676,094
Operations	1,256,496	1,107,404	(149,091)
Facilities	822,725	808,570	(14,155)
Professional Services	7,039,531	6,140,318	(899,213)
Depreciation	26,121	30,935	4,815
Total Expenses	**$64,383,203**	**$64,019,894**	**($363,309)**

- **Central Valley** is $2.0M over budget (certificated +$0.64M, books & supplies +$0.60M, benefits +$0.45M); surplus now $1.8M vs. $2.9M; expense allocation updated
- **SoCal (OC)** is $0.36M over budget: classified, benefits, and IT increases are mostly offset by SPED contracts (-$1.7M)
- **NorCal** is on budget

Central Valley	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$8,231,771	$7,592,579	($639,191)
Classified Salaries	741,554	452,105	(289,449)
Benefits	3,781,467	3,327,643	(453,823)
Books and Supplies	2,041,046	1,441,579	(599,466)
Subagreement Services	1,476,739	1,785,845	309,105
Operations	344,501	287,587	(56,914)
Facilities	221,266	209,913	(11,353)
Professional Services	1,983,741	1,739,140	(244,601)
Depreciation	7,343	8,031	688
Total Expenses	**$18,829,427**	**$16,844,423**	**($1,985,004)**

NorCal	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$12,174,790	$12,773,835	$599,044
Classified Salaries	1,096,757	762,319	(334,437)
Benefits	5,653,691	5,533,467	(120,224)
Books and Supplies	3,057,963	2,430,727	(627,236)
Subagreement Services	2,257,818	3,011,211	753,393
Operations	530,918	484,917	(46,002)
Facilities	350,150	353,945	3,796
Professional Services	3,037,529	2,810,776	(226,753)
Depreciation	10,860	13,542	2,681
Total Expenses	**$28,170,477**	**$28,174,739**	**$4,262**

Expenses

North Bay · Monterey Bay · Central Coast

North Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$1,411,010	$1,451,289	$40,279
Classified Salaries	127,110	86,418	(40,692)
Benefits	671,097	659,701	(11,396)
Books and Supplies	281,012	275,552	(5,460)
Subagreement Services	257,009	341,357	84,348
Operations	61,216	54,971	(6,245)
Facilities	40,109	40,124	15
Professional Services	357,717	329,361	(28,355)
Depreciation	1,259	1,535	276
Total Expenses	**$3,207,538**	**$3,240,308**	**$32,770**

- **Monterey Bay** is $0.4M under budget (certificated and SPED contracts)
- **North Bay** is $33K under budget; **Central Coast** is $25K over

Monterey Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$3,753,381	$4,014,913	$261,533
Classified Salaries	338,121	239,071	(99,050)
Benefits	1,773,823	1,807,510	33,688
Books and Supplies	747,532	762,299	14,767
Subagreement Services	683,897	944,345	260,447
Operations	154,714	152,075	(2,639)
Facilities	108,938	111,001	2,063
Professional Services	945,952	879,239	(66,713)
Depreciation	3,348	4,247	899
Total Expenses	**$8,509,705**	**$8,914,699**	**$404,994**

Central Coast	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$1,321,757	$1,332,804	$11,046
Classified Salaries	119,071	79,363	(39,709)
Benefits	628,006	605,927	(22,079)
Books and Supplies	262,799	253,055	(9,744)
Subagreement Services	241,501	313,488	71,987
Operations	54,596	50,483	(4,113)
Facilities	37,173	36,848	(325)
Professional Services	340,435	308,512	(31,923)
Depreciation	1,179	1,410	231
Total Expenses	**$3,006,518**	**$2,981,890**	**($24,629)**

Fund Balance

- Forecast surplus **$9.0M** (7.1%) vs. $6.3M budgeted
- Beginning balance now reflects FY26 unaudited actuals: **$14.8M** vs. $19.2M at adoption
- Ending fund balance **$23.8M** (18.9% of expenses) vs. $25.5M budgeted

TOTAL	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$8,973,451**	**$6,289,816**	**$2,683,635**
Beginning Fund Balance	14,807,561	19,168,846	(4,361,285)
Ending Fund Balance	**$23,781,013**	**$25,458,661**	**($1,677,649)**
As a % of Annual Expenses	*18.9%*	*20.5%*	

OC	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$5,169,310**	**$2,407,374**	**$2,761,935**
Beginning Fund Balance	-	-	-
Ending Fund Balance	**$5,169,310**	**$2,407,374**	**$2,761,935**
As a % of Annual Expenses	*8.0%*	*3.8%*	

North Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$101,871**	**$176,816**	**($74,945)**
Beginning Fund Balance	1,327,194	1,756,679	(429,485)
Ending Fund Balance	**$1,429,065**	**$1,933,495**	**($504,430)**
As a % of Annual Expenses	*44.6%*	*59.7%*	

Central Valley	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$1,830,098**	**$2,861,106**	**($1,031,008)**
Beginning Fund Balance	6,944,598	8,983,491	(2,038,893)
Ending Fund Balance	**$8,774,696**	**$11,844,597**	**($3,069,901)**
As a % of Annual Expenses	*46.6%*	*70.3%*	

Monterey Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$772,452**	**$46,271**	**$726,181**
Beginning Fund Balance	602,358	812,680	(210,322)
Ending Fund Balance	**$1,374,810**	**$858,950**	**$515,859**
As a % of Annual Expenses	*16.2%*	*9.6%*	

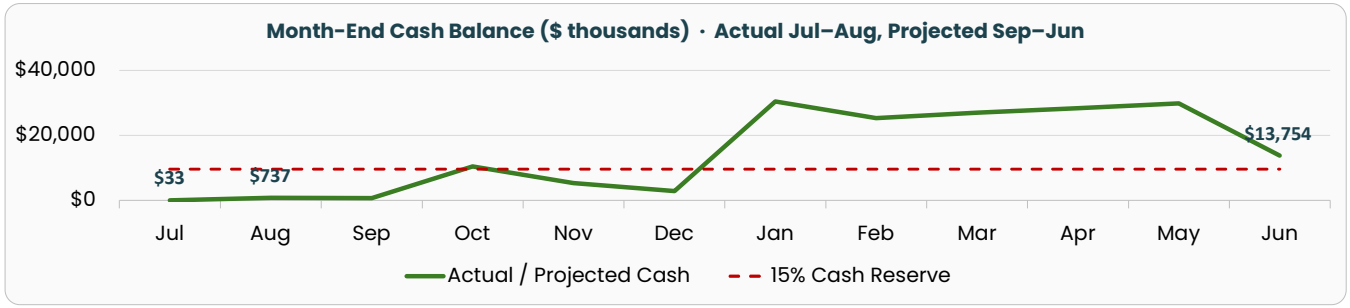
NorCal	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$751,800**	**$701,866**	**$49,934**
Beginning Fund Balance	5,132,799	6,875,015	(1,742,216)
Ending Fund Balance	**$5,884,599**	**$7,576,880**	**($1,692,282)**
As a % of Annual Expenses	*20.9%*	*26.9%*	

Central Coast	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$347,922**	**$96,383**	**$251,539**
Beginning Fund Balance	800,612	740,981	59,631
Ending Fund Balance	**$1,148,534**	**$837,364**	**$311,170**
As a % of Annual Expenses	*38.2%*	*28.1%*	

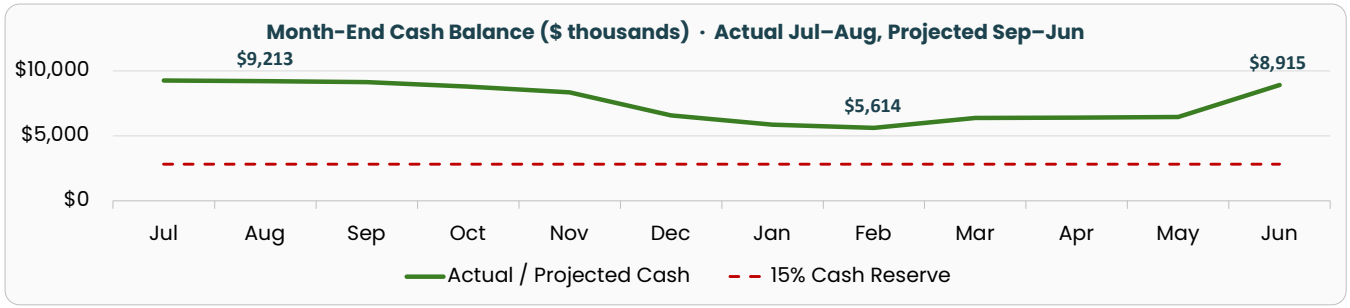
Cash Balance

- Total cash of **$23.9M** at August 31; seasonal low of **$20.9M** in December
- Year-end cash projected at **$32.6M**, above the 15% reserve ($18.9M) every month
- OC's first new-school apportionment is expected in **Dec/January**; interfund support carries OC until then
- OC dips below its reserve in the fall and recovers in January

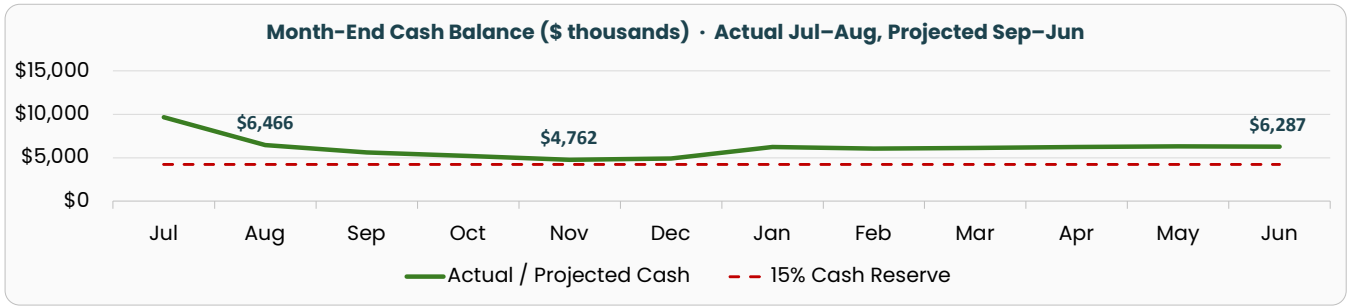
OC



Central Valley



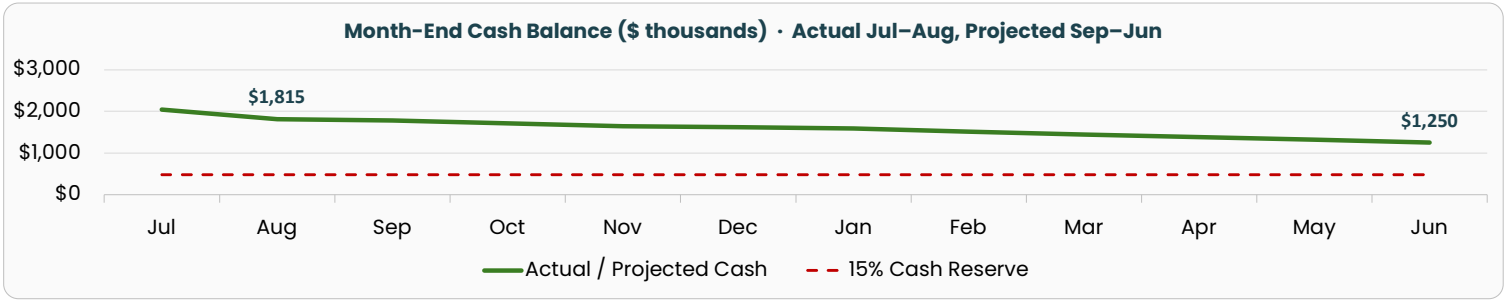
NorCal



Cash Balance

North Bay

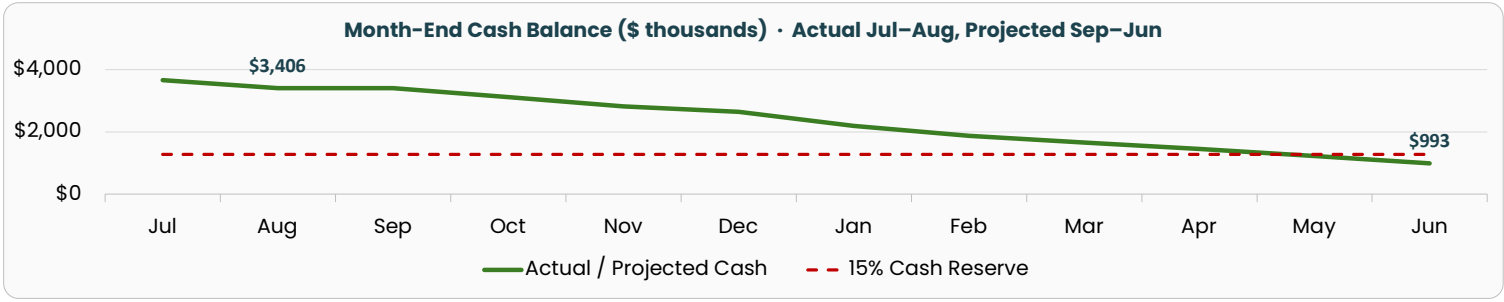
Aug 31: **$1.82M**
Year-end: **$1.25M**
15% reserve: $0.48M



Monterey Bay

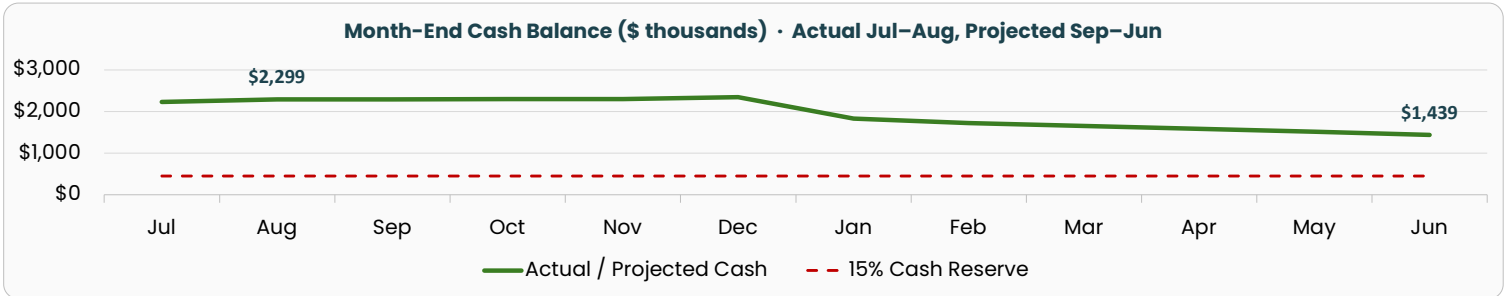
Aug 31: **$3.41M**
Year-end: **$0.99M**
15% reserve: $1.28M

Note: Cash dips below reserve in May–Jun due to the timing of ILPT from the district; we will invoice early based on P-2 actuals.



Central Coast

Aug 31: **$2.30M**
Year-end: **$1.44M**
15% reserve: $0.45M
Budgeted YE: $0.66M



APPENDIX

- Monthly Cash Flow / Forecast FY26-27
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- AP Aging

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

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

CHARTER IMPACT

APPENDIX 01

Monthly Cash Flow / Forecast FY26-27

FY26-27 CalOps

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/28/2026

Actuals Through: *8/31/2026*

ADA = 8178.24

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 =	7995.97
State Aid - Revenue Limit																	
8011	LCFF State Aid	70,449	1,666,598	1,972,614	3,550,705	3,550,705	3,550,705	36,730,704	3,550,705	9,332,035	9,332,035	9,332,035	9,332,035	4,539,960	**96,511,284**	92,885,530	3,625,754
8012	Education Protection Account	-	-	1,158,837	-	-	1,158,837	-	-	1,158,837	-	-	-	5,950,865	**9,427,377**	9,233,253	194,124
8019	State Aid - Prior Year	-	4,834	-	-	-	-	-	-	-	-	-	-	-	**4,834**	-	4,834
8096	In Lieu of Property Taxes	92,446	-	1,255,342	103,523	103,523	103,523	-	-	-	-	-	-	9,301,365	**10,959,721**	10,699,538	260,183
		162,895	1,671,432	4,386,794	3,654,228	3,654,228	4,813,065	36,730,704	3,550,705	10,490,872	9,332,035	9,332,035	9,332,035	19,792,189	**116,903,216**	**112,818,321**	**4,084,895**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	412,860	**412,860**	412,860	-
8290	Title I, Part A - Basic Low Income	-	-	-	171,576	-	-	171,576	-	-	-	171,576	-	1,118,465	**1,633,192**	1,578,240	54,952
8291	Title II, Part A - Teacher Quality	-	-	-	22,754	-	-	22,754	-	-	-	22,754	-	143,291	**211,554**	204,614	6,940
8294	Title IV	-	-	-	12,584	-	-	12,584	-	-	-	12,584	-	109,491	**147,245**	145,455	1,790
8299	Prior Year Federal Revenue	-	1	-	-	-	-	-	-	-	-	-	-	-	**1**	-	1
		-	1	-	206,915	-	-	206,915	-	-	-	206,915	-	1,784,107	**2,404,852**	**2,341,169**	**63,683**
Other State Revenue																	
8311	State Special Education	251,725	251,725	250,820	451,475	451,475	451,475	451,475	451,475	1,589,832	1,589,832	1,589,832	1,589,832	1,589,832	**10,960,804**	10,605,698	355,106
8550	Mandated Cost	-	-	-	-	-	150,986	-	-	-	-	-	-	-	**150,986**	150,986	(0)
8560	State Lottery	-	-	-	-	-	-	254,563	-	-	254,563	-	-	1,715,355	**2,224,481**	2,152,800	71,681
8599	Other State Revenue	793	18,711	26,579	487,096	47,843	47,843	487,096	47,843	47,843	487,096	47,843	47,843	494,172	**2,288,600**	2,271,469	17,131
		252,518	270,436	277,399	938,571	499,318	650,304	1,193,135	499,318	1,637,674	2,331,491	1,637,674	1,637,674	3,799,358	**15,624,871**	**15,180,953**	**443,918**
Other Local Revenue																	
8660	Interest Revenue	48	7,651	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	-	**112,137**	97,266	14,871
8690	Other Local Revenue	-	35,243	-	-	-	-	-	-	-	-	-	-	-	**35,243**	28,060	7,183
		48	42,894	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	-	**147,380**	**125,326**	**22,054**
Total Revenue		**415,461**	**1,984,763**	**4,674,636**	**4,810,158**	**4,163,990**	**5,473,813**	**38,141,197**	**4,060,467**	**12,138,990**	**11,673,970**	**11,187,067**	**10,980,153**	**25,375,655**	**135,080,320**	**130,465,769**	**4,614,551**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	3,524,540	3,381,444	3,390,121	3,390,121	3,390,121	3,390,121	3,390,121	3,390,121	3,390,121	3,390,121	3,390,121	3,390,121	-	**40,807,195**	45,187,541	4,380,346
1170	Teachers' Substitute Hours	-	224	63,411	63,411	63,411	63,411	63,411	63,411	63,411	63,411	63,411	63,411	-	**634,331**	-	(634,331)
1175	Teachers' Extra Duty/Stipends	48,893	66,458	161,946	161,946	161,946	161,946	161,946	161,946	161,946	161,946	161,946	161,946	-	**1,734,809**	1,877,377	142,568
1200	Pupil Support Salaries	528,481	644,958	659,471	659,471	659,471	659,471	659,471	659,471	659,471	659,471	659,471	659,471	-	**7,768,150**	5,599,239	(2,168,911)
1300	Administrators' Salaries	361,306	361,305	398,924	398,924	398,924	398,924	398,924	398,924	398,924	398,924	398,924	398,924	-	**4,711,853**	4,226,265	(485,588)
1900	Other Certificated Salaries	-	7,581	10,593	10,593	10,593	10,593	10,593	10,593	10,593	10,593	10,593	10,593	-	**113,513**	-	(113,513)
		4,463,221	4,461,970	4,684,466	4,684,466	4,684,466	4,684,466	4,684,466	4,684,466	4,684,466	4,684,466	4,684,466	4,684,466	-	**55,769,851**	**56,890,422**	**1,120,571**
Classified Salaries															**-**	-	-
2100	Instructional Salaries	-	-	183,424	183,424	183,424	183,424	183,424	183,424	183,424	183,424	183,424	183,424	-	**1,834,244**	-	(1,834,244)
2200	Support Salaries	13,867	92,874	32,281	32,281	32,281	32,281	32,281	32,281	32,281	32,281	32,281	32,281	-	**429,555**	248,164	(181,391)
2300	Classified Administrators' Salaries	100,451	103,014	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	106,594	-	**1,269,401**	1,763,523	494,122
2400	Clerical and Office Staff Salaries	133,523	131,726	140,264	140,264	140,264	140,264	140,264	140,264	140,264	140,264	140,264	140,264	-	**1,667,885**	1,305,602	(362,283)
		247,841	327,614	462,563	462,563	462,563	462,563	462,563	462,563	462,563	462,563	462,563	462,563	-	**5,201,084**	**3,317,289**	**(1,883,795)**
Benefits															**-**	-	-
3101	STRS	782,723	773,637	901,852	901,852	901,852	901,852	901,852	901,852	901,852	901,852	901,852	901,852	-	**10,574,881**	10,871,500	296,619
3301	OASDI	31,240	37,657	61,215	61,215	61,215	61,215	61,215	61,215	61,215	61,215	61,215	61,215	-	**681,047**	411,344	(269,703)
3311	Medicare	65,676	66,800	75,603	75,603	75,603	75,603	75,603	75,603	75,603	75,603	75,603	75,603	-	**888,507**	873,425	(15,082)
3401	Health and Welfare	786,454	758,269	798,887	798,887	798,887	798,887	798,887	798,887	798,887	798,887	798,887	798,887	-	**9,533,597**	8,386,485	(1,147,112)
3501	State Unemployment	1,293	5,527	27,645	27,645	27,645	27,645	138,223	110,578	55,289	27,645	27,645	27,645	-	**504,422**	515,154	10,732
3601	Workers' Compensation	36,394	25,686	72,996	72,996	72,996	72,996	72,996	72,996	72,996	72,996	72,996	72,996	-	**792,041**	843,306	51,265
3901	Other Benefits	159,281	156,404	182,490	182,490	182,490	182,490	182,490	182,490	182,490	182,490	182,490	182,490	-	**2,140,588**	2,108,265	(32,323)
		1,863,060	1,823,979	2,120,689	2,120,689	2,120,689	2,120,689	2,231,267	2,203,622	2,148,333	2,120,689	2,120,689	2,120,689	-	**25,115,083**	**24,009,479**	**(1,105,604)**
Books and Supplies															**-**	-	-
4100	Textbooks and Core Curricula	2,179,741	418,756	651,261	651,261	576,695	141,675	134,219	126,762	119,305	111,849	104,392	96,936	-	**5,312,853**	4,674,100	(638,753)
4200	Books and Other Materials	-	-	1,180	1,180	1,180	-	-	-	-	-	-	-	-	**3,540**	5,900	2,360
4302	School Supplies	-	27,111	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	-	**227,695**	240,699	13,004
4305	Software	2,303,036	425,896	250,763	250,763	206,198	201,742	197,285	192,829	188,372	183,916	179,459	175,003	-	**4,755,262**	3,839,380	(915,882)
4310	Office Expense	85	7,543	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	-	**135,794**	153,800	18,006
4311	Business Meals	555	12,765	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	-	**59,737**	55,699	(4,038)
4400	Noncapitalized Equipment	62,300	144,612	275,868	275,868	226,515	221,580	88,835	83,900	78,965	74,030	69,094	64,159	-	**1,665,727**	1,746,500	80,773
		4,545,717	1,036,683	1,216,589	1,216,589	1,048,105	602,513	457,856	441,008	424,159	407,311	390,463	373,614	-	**12,160,608**	**10,716,078**	**(1,444,530)**

FY26-27 CalOps

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/28/2026

Actuals Through: *8/31/2026*

ADA = 8178.24

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	296,538	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	-	**9,818,996**	12,974,300	3,155,304
5103	Substitute Teacher	-	-	236	236	236	236	236	236	236	236	236	236	-	**2,364**	2,600	236
5105	Security	-	494	327	327	327	327	327	327	327	327	327	327	-	**3,767**	3,600	(167)
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	297,032	982,503	982,503	982,503	982,503	982,503	982,503	982,503	982,503	982,503	982,503	-	**10,122,427**	**13,277,801**	**3,155,374**
Operations and Housekeeping		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5201	Auto and Travel	13,654	100,248	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	-	**572,084**	504,001	(68,083)
5300	Dues & Memberships	91,691	815	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	25,642	-	**348,923**	307,700	(41,223)
5400	Insurance	31,172	29,390	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	-	**392,145**	397,900	5,755
5501	Utilities	306	680	933	933	933	933	933	933	933	933	933	933	-	**10,319**	11,200	881
5502	Janitorial Services	1,644	1,890	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	-	**25,034**	25,799	765
5516	Miscellaneous Expense	-	-	34	34	34	34	34	34	34	34	34	34	-	**338**	179	(159)
5900	Communications	161,439	143,264	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	-	**1,028,203**	868,200	(160,003)
5901	Postage and Shipping	1,851	1,243	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	-	**25,394**	22,299	(3,095)
		301,757	277,531	182,315	182,315	182,315	182,315	182,315	182,315	182,315	182,315	182,315	182,315	-	**2,402,440**	**2,137,278**	**(265,162)**
Facilities, Repairs and Other Leases		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5601	Rent	37,379	37,377	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	-	**499,839**	510,100	10,261
5602	Additional Rent	7,180	4,306	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	-	**222,652**	253,401	30,749
5603	Equipment Leases	984	1,767	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	-	**18,418**	18,799	381
5604	Other Leases	563,146	-	14,165	14,165	14,165	14,165	14,165	14,165	14,165	56,661	56,661	56,661	-	**832,285**	769,500	(62,785)
5610	Repairs and Maintenance	-	-	717	717	717	717	717	717	717	717	717	717	-	**7,167**	8,600	1,433
		608,689	43,450	80,074	80,074	80,074	80,074	80,074	80,074	80,074	122,569	122,569	122,569	-	**1,580,360**	**1,560,400**	**(19,960)**
Professional/Consulting Services		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5801	IT	232,766	1,078,709	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	-	**4,572,892**	3,913,700	(659,192)
5802	Audit & Taxes	-	27,545	-	32,633	32,633	32,633	-	-	-	-	-	-	-	**125,445**	97,900	(27,545)
5803	Legal	6,953	6,100	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	-	**783,469**	924,501	141,032
5804	Professional Development	310,444	39,560	67,948	67,948	73,242	67,948	67,948	67,948	67,948	83,015	67,948	67,948	-	**1,049,842**	582,800	(467,042)
5805	General Consulting	163,490	22,100	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	-	**680,190**	494,600	(185,590)
5806	Special Activities/Field Trips	7,429	(286)	-	-	-	187,900	187,900	187,900	-	-	-	-	-	**570,843**	563,701	(7,142)
5807	Bank Charges	295	251	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	-	**24,246**	23,700	(546)
5808	Printing	-	-	20	20	20	20	20	20	20	20	20	20	-	**200**	200	0
5809	Other taxes and fees	1,303	1,284	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	-	**56,687**	54,100	(2,587)
5810	Payroll Service Fee	-	5,271	375	375	375	375	375	375	375	375	375	375	-	**9,021**	4,500	(4,521)
5811	Back Office Service Fee	217,443	217,363	226,527	226,527	226,527	226,527	226,527	226,527	226,527	226,527	226,527	226,527	-	**2,700,081**	2,629,407	(70,674)
5812	District Oversight Fee	-	-	43,868	36,542	36,542	48,131	367,307	35,507	104,909	93,320	93,320	93,320	216,265	**1,169,032**	1,128,183	(40,849)
5814	SPED Encroachment	18,356	8,332	7,525	13,544	13,544	13,544	13,544	13,544	47,695	47,695	47,695	47,695	48,496	**341,210**	330,556	(10,654)
5815	Public Relations/Recruitment	37,277	124,970	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	-	**1,621,747**	1,459,499	(162,248)
		995,757	1,531,199	952,636	983,963	989,257	1,183,452	1,469,995	1,138,195	1,053,847	1,057,326	1,042,259	1,042,259	264,761	**13,704,906**	**12,207,347**	**(1,497,559)**
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
6900	Depreciation Expense	180	180	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**50,110**	59,700	9,590
		180	180	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**50,110**	**59,700**	**9,590**
Interest		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**13,026,588**	**9,799,638**	**10,686,809**	**10,718,136**	**10,554,947**	**10,303,549**	**10,556,013**	**10,179,720**	**10,023,235**	**10,024,717**	**9,992,801**	**9,975,953**	**264,761**	**126,106,868**	**124,175,794**	**(1,931,074)**
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Monthly Surplus (Deficit)		**(12,611,127)**	**(7,814,875)**	**(6,012,172)**	**(5,907,978)**	**(6,390,957)**	**(4,829,736)**	**27,585,184**	**(6,119,253)**	**2,115,755**	**1,649,252**	**1,194,266**	**1,004,200**	**25,110,893**	**8,973,451**	**6,289,975**	**2,683,476**
		-	-	-	-	-	-	-	-	-	-	-	-	-	-		

FY26-27 CalOps

Monthly Cash Flow/Forecast FY26-27

Revised 9/28/2026

Actuals Through: *8/31/2026*

ADA = 8178.24

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)	(7,814,875)	(6,012,172)	(5,907,978)	(6,390,957)	(4,829,736)	27,585,184	(6,119,253)	2,115,755	1,649,252	1,194,266	1,004,200	25,110,893	**8,973,451**		
Cash flows from operating activities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Depreciation/Amortization	17,164	180	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**67,094**		
Public Funding Receivables	12,390,480	771,761	-	-	-	552,264	129,619	-	-	-	-	-	(25,375,655)	**(11,531,531)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	10,776,798	3,769,932	5,000,000	15,000,000	-	-	-	-	-	-	-	(15,000,000)	-	**19,546,730**		
Prepaid Expenses	582,696	(9,278)	-	-	-	-	-	-	-	-	-	-	-	**573,418**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(768,025)	578,409	-	-	-	-	-	-	-	-	-	-	264,761	**75,145**		
Accrued Expenses	2,161,878	(1,022,542)	-	-	-	-	-	-	-	-	-	-	-	**1,139,336**		
Other Liabilities	-	736,592	-	-	-	-	-	-	-	-	-	-	-	**736,592**		
Deferred Revenue	79,764	52,842	-	(439,254)	-	-	(439,254)	-	-	(439,254)	-	-	(439,254)	**(1,624,409)**		
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	(2,936,979)	(1,007,197)	8,657,743	(6,385,982)	(4,272,498)	27,280,525	(6,114,278)	2,120,730	1,214,974	1,199,241	(13,990,825)				
	-	-	-	-	-	-	-	-	-	-	-	-				
Cash, Beginning of Month	14,242,861	26,872,488	23,935,509	22,928,312	31,586,055	25,200,073	20,927,575	48,208,100	42,093,822	44,214,551	45,429,525	46,628,766				
	-	-	-	-	-	-	-	-	-	-	-	-				
Cash, End of Month	**26,872,488**	**23,935,509**	**22,928,312**	**31,586,055**	**25,200,073**	**20,927,575**	**48,208,100**	**42,093,822**	**44,214,551**	**45,429,525**	**46,628,766**	**32,637,941**				

FY26-27 California Online Public Schools - Central Valley

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1116.48

		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 = 1116.48**	
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-						-	-	-
	LCFF - Continuing Charters	-	593,842	626,179	1,127,122	1,127,122	1,127,122	1,127,122	1,127,122	1,294,738	1,294,738	1,294,738	1,294,738	1,294,740	**13,329,321**	12,681,252	648,069
8011	LCFF State Aid	-	593,842	626,179	1,127,122	1,127,122	1,127,122	1,127,122	1,127,122	1,294,738	1,294,738	1,294,738	1,294,738	1,294,740	**13,329,321**	12,681,252	648,069
8012	Education Protection Account	-	-	805,749	-	-	805,749	-	-	805,749	-	-	-	805,749	**3,222,997**	3,073,579	149,418
8019	State Aid - Prior Year	-	4,834	-	-	-	-	-	-	-	-	-	-	-	**4,834**	-	4,834
8096	In Lieu of Property Taxes	-	-	106,714	-	-	-	-	-	-	-	-	-	839,782	**946,496**	902,616	43,880
		-	598,676	1,538,642	1,127,122	1,127,122	1,932,871	1,127,122	1,127,122	2,100,487	1,294,738	1,294,738	1,294,738	2,940,271	**17,503,648**	**16,657,447**	**846,201**
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	-	-	-	60,322	-	-	60,322	-	-	-	60,322	-	60,322	**241,288**	230,101	11,187
8291	Title II, Part A - Teacher Quality	-	-	-	7,112	-	-	7,112	-	-	-	7,112	-	7,112	**28,448**	27,129	1,319
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8294	Title IV, Part A	-	-	-	4,686	-	-	4,686	-	-	-	4,686	-	4,686	**18,744**	17,875	869
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		-	-	-	72,120	-	-	72,120	-	-	-	72,120	-	174,180	**390,539**	**377,165**	**13,374**
Other State Revenue																	
8311	State Special Education	70,282	70,282	70,282	126,508	126,508	126,508	126,508	126,508	130,539	130,539	130,539	130,539	130,539	**1,496,083**	1,426,725	69,358
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8550	Mandated Cost	-	-	-	-	-	41,432	-	-	-	-	-	-	-	**41,432**	41,432	(0)
8560	State Lottery	-	-	-	-	-	-	71,331	-	-	71,331	-	-	161,020	**303,683**	289,605	14,078
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8599	Other State Revenue	-	4,518	3,629	213,996	6,531	6,531	213,996	6,531	6,531	213,996	6,531	6,531	213,107	**902,430**	899,066	3,364
		70,282	74,800	73,911	340,504	133,040	174,471	411,836	133,040	137,071	415,867	137,071	137,071	504,666	**2,743,628**	**2,656,828**	**86,800**
Other Local Revenue																	
8634	Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8650	Lease and Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8660	Interest Revenue	39	71	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	-	**11,851**	14,090	(2,239)
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8690	Other Local Revenue	-	9,859	-	-	-	-	-	-	-	-	-	-	-	**9,859**	-	9,859
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8699	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		39	9,930	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	-	**21,710**	**14,090**	**7,620**
Total Revenue		**70,321**	**683,406**	**1,613,727**	**1,540,920**	**1,261,336**	**2,108,517**	**1,612,251**	**1,261,336**	**2,238,732**	**1,711,779**	**1,505,102**	**1,432,982**	**3,619,117**	**20,659,525**	**19,705,530**	**953,995**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	520,219	499,098	500,382	500,382	500,382	500,382	500,382	500,382	500,382	500,382	500,382	500,382	-	**6,023,136**	6,078,848	55,712
1170	Teachers' Substitute Hours	-	33	9,359	9,359	9,359	9,359	9,359	9,359	9,359	9,359	9,359	9,359	-	**93,627**	-	(93,627)
1175	Teachers' Extra Duty/Stipends	7,219	9,959	23,903	23,903	23,903	23,903	23,903	23,903	23,903	23,903	23,903	23,903	-	**256,210**	252,554	(3,656)
1200	Pupil Support Salaries	78,003	95,195	97,338	97,338	97,338	97,338	97,338	97,338	97,338	97,338	97,338	97,338	-	**1,146,577**	738,882	(407,695)
1300	Administrators' Salaries	53,329	53,329	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	-	**695,470**	522,295	(173,175)
1900	Other Certificated Salaries	-	1,115	1,564	1,564	1,564	1,564	1,564	1,564	1,564	1,564	1,564	1,564	-	**16,751**	-	(16,751)
		658,770	658,729	691,427	691,427	691,427	691,427	691,427	691,427	691,427	691,427	691,427	691,427	-	**8,231,771**	**7,592,579**	**(639,192)**
Classified Salaries																	
2100	Instructional Salaries	-	-	27,073	27,073	27,073	27,073	27,073	27,073	27,073	27,073	27,073	27,073	-	**270,734**	-	(270,734)
2200	Support Salaries	2,047	13,704	4,765	4,765	4,765	4,765	4,765	4,765	4,765	4,765	4,765	4,765	-	**63,398**	33,574	(29,824)
2300	Classified Administrators' Salaries	14,826	15,205	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	15,733	-	**187,363**	233,689	46,326
2400	Clerical and Office Staff Salaries	19,708	19,442	18,091	18,091	18,091	18,091	18,091	18,091	18,091	18,091	18,091	18,091	-	**220,058**	184,841	(35,217)

FY26-27 California Online Public Schools - Central Valley

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1116.48

		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.)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		36,581	48,351	65,662	65,662	65,662	65,662	65,662	65,662	65,662	65,662	65,662	65,662	-	**741,554**	**452,104**	**(289,450)**
Benefits																	
3101	STRS	115,530	114,189	133,111	133,111	133,111	133,111	133,111	133,111	133,111	133,111	133,111	133,111	-	**1,560,830**	1,450,183	(110,647)
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	4,611	5,558	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	-	**96,684**	56,061	(40,623)
3311	Medicare	9,694	9,860	11,115	11,115	11,115	11,115	11,115	11,115	11,115	11,115	11,115	11,115	-	**130,699**	116,648	(14,051)
3401	Health and Welfare	116,877	112,794	122,537	122,537	122,537	122,537	122,537	122,537	122,537	122,537	122,537	122,537	-	**1,455,038**	1,203,281	(251,757)
3501	State Unemployment	191	816	5,881	5,881	5,881	5,881	29,405	23,524	11,762	5,881	5,881	5,881	-	**106,863**	107,281	418
3601	Workers' Compensation	5,372	3,791	10,731	10,731	10,731	10,731	10,731	10,731	10,731	10,731	10,731	10,731	-	**116,475**	112,626	(3,849)
3901	Other Benefits	23,510	23,086	26,828	26,828	26,828	26,828	26,828	26,828	26,828	26,828	26,828	26,828	-	**314,877**	281,564	(33,313)
		275,785	270,094	318,854	318,854	318,854	318,854	342,378	336,497	324,735	318,854	318,854	318,854	-	**3,781,467**	**3,327,644**	**(453,823)**
Books and Supplies																	
4100	Textbooks and Core Curricula	321,395	61,808	172,474	172,474	172,474	-	-	-	-	-	-	-	-	**900,626**	628,783	(271,843)
4200	Books and Other Materials	-	-	174	174	174	-	-	-	-	-	-	-	-	**523**	794	271
4302	School Supplies	-	4,156	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	-	**33,762**	32,380	(1,382)
4305	Software	305,887	62,862	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	-	**840,993**	516,492	(324,501)
4310	Office Expense	-	1,099	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	-	**20,016**	20,690	674
4311	Business Meals	-	1,539	685	685	685	685	685	685	685	685	685	685	-	**8,390**	7,493	(897)
4312	School Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4400	Noncapitalized Equipment	9,196	21,313	51,557	51,557	51,557	51,557	-	-	-	-	-	-	-	**236,736**	234,948	(1,788)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		636,478	152,777	276,967	276,967	276,967	104,319	52,762	52,762	52,762	52,762	52,762	52,762	-	**2,041,046**	**1,441,580**	**(599,466)**

FY26-27 California Online Public Schools - Central Valley

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1116.48

		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	-	26,896	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	-	1,432,357	1,745,366	313,009
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	18	48	48	48	48	48	48	48	48	48	48	-	501	484	(17)
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)
		-	26,914	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	-	1,476,739	1,785,844	309,105
Operations and Housekeeping																	
5201	Auto and Travel	945	8,968	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	-	77,541	67,801	(9,740)
5300	Dues & Memberships	12,530	114	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	3,785	-	50,491	41,393	(9,098)
5400	Insurance	4,162	4,338	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	-	57,442	53,527	(3,915)
5501	Utilities	-	-	138	138	138	138	138	138	138	138	138	138	-	1,378	1,507	129
5502	Janitorial Services	-	-	317	317	317	317	317	317	317	317	317	317	-	3,173	3,471	298
5516	Miscellaneous Expense	-	-	10	10	10	10	10	10	10	10	10	10	-	103	94	(9)
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	23,610	20,683	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	-	151,082	116,794	(34,288)
5901	Postage and Shipping	-	-	329	329	329	329	329	329	329	329	329	329	-	3,291	3,000	(291)
		41,247	34,103	26,915	26,915	26,915	26,915	26,915	26,915	26,915	26,915	26,915	26,915	-	344,501	287,587	(56,914)
Facilities, Repairs and Other Leases																	
5601	Rent	5,517	5,517	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	-	73,776	68,621	(5,155)
5602	Additional Rent	441	681	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	-	32,290	34,089	1,799
5603	Equipment Leases	-	-	231	231	231	231	231	231	231	231	231	231	-	2,312	2,529	217
5604	Other Leases	73,077	-	2,040	2,040	2,040	2,040	2,040	2,040	2,040	8,158	8,158	8,158	-	111,829	103,517	(8,312)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	-	106	106	106	106	106	106	106	106	106	106	-	1,058	1,157	99
		79,035	6,198	11,768	11,768	11,768	11,768	11,768	11,768	11,768	17,886	17,886	17,886	-	221,266	209,913	(11,353)
Professional/Consulting Services																	
5801	IT	33,902	158,763	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	-	674,050	526,490	(147,560)
5802	Audit & Taxes	-	4,066	-	4,817	4,817	4,817	-	-	-	-	-	-	-	18,516	13,170	(5,346)
5803	Legal	62	56	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	-	150,732	164,726	13,995
5804	Professional Development	45,822	5,605	1,222	1,222	6,516	1,222	1,222	1,222	1,222	16,290	1,222	1,222	-	84,006	78,401	(5,605)
5805	General Consulting	18,037	3,262	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	-	94,302	66,536	(27,766)
5806	Special Activities/Field Trips	-	24	-	-	-	27,734	27,734	27,734	-	-	-	-	-	83,226	75,832	(7,394)
5807	Bank Charges	60	61	350	350	350	350	350	350	350	350	350	350	-	3,619	3,188	(431)
5808	Printing	-	-	3	3	3	3	3	3	3	3	3	3	-	30	27	(3)
5809	Other taxes and fees	-	172	799	799	799	799	799	799	799	799	799	799	-	8,157	7,278	(879)
5810	Payroll Service Fee	-	778	55	55	55	55	55	55	55	55	55	55	-	1,332	605	(727)
5811	Management Fee	29,770	29,770	34,433	34,433	34,433	34,433	34,433	34,433	34,433	34,433	34,433	34,433	-	403,865	394,111	(9,754)
5812	District Oversight Fee	-	-	15,386	11,271	11,271	19,329	11,271	11,271	21,005	12,947	12,947	12,947	35,389	175,036	166,574	(8,462)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	2,318	2,318	2,108	3,795	3,795	3,795	3,795	3,795	3,916	3,916	3,916	3,916	6,559	47,944	45,864	(2,080)
5815	Public Relations/Recruitment	5,503	18,001	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	-	238,926	196,339	(42,587)
		135,474	222,876	146,398	148,786	154,080	184,578	171,704	171,704	153,824	160,835	145,767	145,767	41,948	1,983,741	1,739,141	(244,600)
Depreciation																	
6900	Depreciation Expense	-	-	734	734	734	734	734	734	734	734	734	734	-	7,343	8,031	688
		-	-	734	734	734	734	734	734	734	734	734	734	-	7,343	8,031	688
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**1,863,370**	**1,420,042**	**1,683,708**	**1,686,096**	**1,691,390**	**1,549,239**	**1,508,332**	**1,502,451**	**1,472,810**	**1,480,058**	**1,464,990**	**1,464,990**	**41,948**	**18,829,427**	**16,844,423**	**(1,985,004)**
Monthly Surplus (Deficit)		**(1,793,049)**	**(736,636)**	**(69,981)**	**(145,176)**	**(430,055)**	**559,277**	**103,919**	**(241,116)**	**765,922**	**231,720**	**40,112**	**(32,008)**	**3,577,168**	**1,830,098**	**2,861,107**	**(1,031,009)**

FY26-27 California Online Public Schools - Central Valley

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1116.48

	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)	(736,636)	(69,981)	(145,176)	(430,055)	559,277	103,919	(241,116)	765,922	231,720	40,112	(32,008)	3,577,168	**1,830,098**		
Cash flows from operating activities															**Cert.**	**Instr.**
Depreciation/Amortization	-	-	734	734	734	734	734	734	734	734	734	734	-	**7,343**	**63.7%**	**75.8%**
Public Funding Receivables	4,610,413	132,355	-	-	-	167,320	(632,641)	-	-	-	-	-	(3,619,117)	**658,330**	**4,898,326**	**(860,117)**
Grants and Contributions Rec.	-		-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	1,869,374	2,174,342	-	-	-	(2,500,000)	-	-	-	-	-	2,500,000	-	**4,043,716**		
Prepaid Expenses	163,780	(1,219)	-	-	-	-	-	-	-	-	-	-	-	**162,561**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(247,670)	46,958	-	-	-	-	-	-	-	-	-	-	41,948	**(158,764)**		
Accrued Expenses	(9,187)	(1,667,955)	-	-	-	-	-	-	-	-	-	-	-	**(1,677,142)**	**Pupil:Teacher Ratio**	
Other Liabilities			-	-	-	-	-	-	-	-	-	-	-	**-**	**19.85**	
Deferred Revenue	32,326	21,216	-	(207,465)	-	-	(207,465)	-	-	(207,465)	-	-	(207,465)	**(776,317)**		
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	(30,939)	(69,247)	(351,907)	(429,321)	(1,772,669)	(735,452)	(240,381)	766,656	24,990	40,846	2,468,726				
Cash, Beginning of Month	4,617,622	9,243,609	9,212,670	9,143,423	8,791,516	8,362,196	6,589,527	5,854,075	5,613,694	6,380,350	6,405,340	6,446,186				
Cash, End of Month	**9,243,609**	**9,212,670**	**9,143,423**	**8,791,516**	**8,362,196**	**6,589,527**	**5,854,075**	**5,613,694**	**6,380,350**	**6,405,340**	**6,446,186**	**8,914,912**				

FY26-27 California Online Public Schools - NorCal

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1796.16

		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 =	1796.16
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	743,401	1,013,737	1,824,727	1,824,727	1,824,727	1,824,727	1,824,727	1,955,385	1,955,385	1,955,385	1,955,385	(2,836,644)	**15,865,669**	15,837,836	27,833
8012	Education Protection Account	-	-	89,808	-	-	89,808	-	-	89,808	-	-	-	4,881,837	**5,151,261**	5,148,737	2,524
8096	In Lieu of Property Taxes	-	-	414,217	-	-	-	-	-	-	-	-	-	3,102,790	**3,517,007**	3,515,284	1,723
		-	743,401	1,517,762	1,824,727	1,824,727	1,914,535	1,824,727	1,824,727	2,045,193	1,955,385	1,955,385	1,955,385	5,147,983	**24,533,937**	**24,501,857**	**32,080**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	210,980	**210,980**	210,980	-
8290	Title I, Part A - Basic Low Income	-	-	-	76,737	-	-	76,737	-	-	-	76,737	-	76,737	**306,948**	306,798	150
8291	Title II, Part A - Teacher Quality	-	-	-	10,992	-	-	10,992	-	-	-	10,992	-	10,992	**43,969**	43,948	21
8294	Title IV, Part A	-	-	-	-	-	-	-	-	-	-	-	-	25,296	**25,296**	25,284	12
		-	-	-	87,729	-	-	87,729	-	-	-	87,729	-	324,005	**587,193**	**587,010**	**183**
Other State Revenue																	
8311	State Special Education	118,507	118,507	118,112	212,601	212,601	212,601	212,601	212,601	197,745	197,745	197,745	197,745	197,745	**2,406,854**	2,405,675	1,179
8550	Mandated Cost	-	-	-	-	-	70,430	-	-	-	-	-	-	-	**70,430**	70,430	0
8560	State Lottery	-	-	-	-	-	-	119,875	-	-	119,875	-	-	248,806	**488,556**	488,319	237
8599	Other State Revenue	-	7,618	5,838	180,148	10,508	10,508	180,148	10,508	10,508	180,148	10,508	10,508	178,367	**795,311**	795,254	57
		118,507	126,125	123,949	392,749	223,109	293,539	512,624	223,109	208,252	497,767	208,252	208,252	624,918	**3,761,151**	**3,759,678**	**1,473**
Other Local Revenue																	
8660	Interest Revenue	-	-	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	-	**23,383**	-	23,383
8690	Other Local Revenue	-	16,612	-	-	-	-	-	-	-	-	-	-	-	**16,612**	28,060	(11,448)
		-	16,612	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	-	**39,995**	**28,060**	**11,935**
Total Revenue		**118,507**	**886,138**	**1,644,050**	**2,307,543**	**2,050,174**	**2,210,412**	**2,427,418**	**2,050,174**	**2,255,784**	**2,455,490**	**2,253,705**	**2,165,976**	**6,096,906**	**28,922,277**	**28,876,605**	**45,672**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	769,405	738,167	740,063	740,063	740,063	740,063	740,063	740,063	740,063	740,063	740,063	740,063	-	**8,908,206**	10,249,881	1,341,675
1170	Teachers' Substitute Hours	-	49	13,843	13,843	13,843	13,843	13,843	13,843	13,843	13,843	13,843	13,843	-	**138,475**	-	(138,475)
1175	Teachers' Extra Duty/Stipends	10,673	14,726	35,353	35,353	35,353	35,353	35,353	35,353	35,353	35,353	35,353	35,353	-	**378,927**	425,845	46,918
1200	Pupil Support Salaries	115,367	140,793	143,963	143,963	143,963	143,963	143,963	143,963	143,963	143,963	143,963	143,963	-	**1,695,786**	1,217,437	(478,349)
1300	Administrators' Salaries	78,873	78,873	87,085	87,085	87,085	87,085	87,085	87,085	87,085	87,085	87,085	87,085	-	**1,028,597**	880,671	(147,926)
1900	Other Certificated Salaries	-	1,675	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	-	**24,800**	-	(24,800)
		974,318	974,283	1,022,619	1,022,619	1,022,619	1,022,619	1,022,619	1,022,619	1,022,619	1,022,619	1,022,619	1,022,619	-	**12,174,790**	**12,773,834**	**599,044**
Classified Salaries																	
2100	Instructional Salaries	-	-	40,042	40,042	40,042	40,042	40,042	40,042	40,042	40,042	40,042	40,042	-	**400,416**	-	(400,416)
2200	Support Salaries	3,027	20,267	7,047	7,047	7,047	7,047	7,047	7,047	7,047	7,047	7,047	7,047	-	**93,764**	56,612	(37,152)
2300	Classified Administrators' Salaries	21,929	22,488	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	23,269	-	**277,111**	394,037	116,926
2400	Clerical and Office Staff Salaries	29,148	28,756	26,756	26,756	26,756	26,756	26,756	26,756	26,756	26,756	26,756	26,756	-	**325,466**	311,671	(13,795)
		54,104	71,511	97,114	97,114	97,114	97,114	97,114	97,114	97,114	97,114	97,114	97,114	-	**1,096,757**	**762,320**	**(334,437)**
Benefits																	
3101	STRS	170,868	168,885	196,871	196,871	196,871	196,871	196,871	196,871	196,871	196,871	196,871	196,871	-	**2,308,459**	2,445,233	136,774
3301	OASDI	6,819	8,220	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	-	**142,994**	94,528	(48,466)
3311	Medicare	14,337	14,583	16,438	16,438	16,438	16,438	16,438	16,438	16,438	16,438	16,438	16,438	-	**193,303**	196,687	3,384
3401	Health and Welfare	172,959	166,813	192,274	192,274	192,274	192,274	192,274	192,274	192,274	192,274	192,274	192,274	-	**2,262,514**	2,024,869	(237,645)
3501	State Unemployment	283	1,208	5,942	5,942	5,942	5,942	29,712	23,770	11,885	5,942	5,942	5,942	-	**108,454**	107,486	(968)
3601	Workers' Compensation	7,945	5,607	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	-	**172,267**	189,904	17,637
3901	Other Benefits	34,771	34,143	39,679	39,679	39,679	39,679	39,679	39,679	39,679	39,679	39,679	39,679	-	**465,700**	474,761	9,061
		407,982	399,459	479,871	479,871	479,871	479,871	503,641	497,698	485,813	479,871	479,871	479,871	-	**5,653,691**	**5,533,468**	**(120,223)**
Books and Supplies																	
4100	Textbooks and Core Curricula	475,767	91,415	255,089	255,089	255,089	-	-	-	-	-	-	-	-	**1,332,449**	1,060,225	(272,224)
4200	Books and Other Materials	-	-	258	258	258	-	-	-	-	-	-	-	-	**773**	1,338	565
4302	School Supplies	-	5,747	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	-	**49,534**	54,598	5,064
4305	Software	491,066	92,973	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	-	**1,282,486**	870,886	(411,600)
4310	Office Expense	85	1,733	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	-	**29,797**	34,886	5,089
4311	Business Meals	40	3,034	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	-	**13,207**	12,634	(573)
4400	Noncapitalized Equipment	13,600	31,108	76,252	76,252	76,252	76,252	-	-	-	-	-	-	-	**349,717**	396,158	46,441
		980,558	226,010	409,633	409,633	409,633	154,287	78,035	78,035	78,035	78,035	78,035	78,035	-	**3,057,963**	**2,430,725**	**(627,238)**

FY26-27 California Online Public Schools - NorCal

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1796.16

		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	(13)	113,397	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	-	**2,192,056**	2,942,958	750,902
5105	Security	-	147	71	71	71	71	71	71	71	71	71	71	-	**861**	817	(44)
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)	113,544	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	-	**2,257,818**	**3,011,212**	**753,394**
Operations and Housekeeping																	
5201	Auto and Travel	5,708	26,564	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	-	**132,293**	114,322	(17,971)
5300	Dues & Memberships	18,533	168	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	5,598	-	**74,677**	69,796	(4,881)
5400	Insurance	6,813	6,416	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	-	**85,614**	90,256	4,642
5501	Utilities	306	428	204	204	204	204	204	204	204	204	204	204	-	**2,771**	2,540	(231)
5502	Janitorial Services	287	533	469	469	469	469	469	469	469	469	469	469	-	**5,513**	5,852	339
5516	Miscellaneous Expense	-	-	15	15	15	15	15	15	15	15	15	15	-	**153**	-	(153)
5900	Communications	35,128	31,890	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	-	**224,958**	196,934	(28,024)
5901	Postage and Shipping	-	71	487	487	487	487	487	487	487	487	487	487	-	**4,939**	5,058	119
		66,775	66,070	39,807	39,807	39,807	39,807	39,807	39,807	39,807	39,807	39,807	39,807	-	**530,918**	**484,758**	**(46,160)**
Facilities, Repairs and Other Leases																	
5601	Rent	8,160	8,159	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	-	**109,115**	115,706	6,591
5602	Additional Rent	653	836	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	-	**47,587**	57,479	9,892
5603	Equipment Leases	-	-	342	342	342	342	342	342	342	342	342	342	-	**3,420**	4,264	844
5604	Other Leases	121,262	-	3,537	3,537	3,537	3,537	3,537	3,537	3,537	14,148	14,148	14,148	-	**188,464**	174,546	(13,918)
5610	Repairs and Maintenance	-	-	156	156	156	156	156	156	156	156	156	156	-	**1,564**	1,951	387
		130,075	8,995	17,925	17,925	17,925	17,925	17,925	17,925	17,925	28,536	28,536	28,536	-	**350,150**	**353,946**	**3,796**
Professional/Consulting Services																	
5801	IT	50,140	234,810	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	-	**996,917**	887,744	(109,173)
5802	Audit & Taxes	-	6,013	-	7,124	7,124	7,124	-	-	-	-	-	-	-	**27,385**	22,207	(5,178)
5803	Legal	359	2,049	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	-	**225,165**	277,753	52,588
5804	Professional Development	67,770	8,290	17,089	17,089	17,089	17,089	17,089	17,089	17,089	17,089	17,089	17,089	-	**246,945**	132,196	(114,749)
5805	General Consulting	35,803	4,825	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	-	**148,599**	112,190	(36,409)
5806	Special Activities/Field Trips	180	(162)	-	-	-	41,019	41,019	41,019	-	-	-	-	-	**123,074**	127,864	4,790
5807	Bank Charges	101	108	517	517	517	517	517	517	517	517	517	517	-	**5,383**	5,376	(7)
5808	Printing	-	-	4	4	4	4	4	4	4	4	4	4	-	**44**	45	1
5809	Other taxes and fees	-	254	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	-	**12,064**	12,271	207
5810	Payroll Service Fee	-	1,151	82	82	82	82	82	82	82	82	82	82	-	**1,970**	1,021	(949)
5811	Management Fee	44,538	44,538	48,204	48,204	48,204	48,204	48,204	48,204	48,204	48,204	48,204	48,204	-	**571,114**	577,532	6,418
5812	District Oversight Fee	-	-	15,178	18,247	18,247	19,145	18,247	18,247	20,452	19,554	19,554	19,554	58,914	**245,339**	245,019	(320)
5814	SPED Encroachment	3,928	3,928	3,543	6,378	6,378	6,378	6,378	6,378	5,932	5,932	5,932	5,932	11,516	**78,535**	78,500	(35)
5815	Public Relations/Recruitment	8,137	28,250	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	-	**354,996**	331,058	(23,938)
		210,956	334,054	221,928	234,957	234,957	276,873	268,851	268,851	229,592	228,694	228,694	228,694	70,430	**3,037,529**	**2,810,776**	**(226,753)**
Depreciation																	
6900	Depreciation Expense	-	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**10,860**	13,542	2,682
		-	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**10,860**	**13,542**	**2,682**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**2,824,755**	**2,193,926**	**2,504,413**	**2,517,441**	**2,517,441**	**2,304,011**	**2,243,506**	**2,237,564**	**2,186,420**	**2,190,190**	**2,190,190**	**2,190,190**	**70,430**	**28,170,477**	**28,174,581**	**4,104**
Monthly Surplus (Deficit)		**(2,706,248)**	**(1,307,788)**	**(860,363)**	**(209,897)**	**(467,267)**	**(93,599)**	**183,912**	**(187,390)**	**69,364**	**265,300**	**63,515**	**(24,214)**	**6,026,477**	**751,800**	**702,024**	**49,776**

FY26-27 California Online Public Schools - NorCal

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 1796.16

	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)	(2,706,248)	(1,307,788)	(860,363)	(209,897)	(467,267)	(93,599)	183,912	(187,390)	69,364	265,300	63,515	(24,214)	6,026,477	**751,800**
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	-	**10,860**
Public Funding Receivables	5,394,219	(118,507)	-	-	-	249,055	1,330,796	-	-	-	-	-	(6,096,906)	**758,656**
Grants and Contributions Rec.	-		-	-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	2,767,071	(1,718,120)	-	-	-	-	-	-	-	-	-	-	-	**1,048,951**
Prepaid Expenses	307,581	(1,803)	-	-	-	-	-	-	-	-	-	-	-	**305,778**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	(352,547)	80,845	-	-	-	-	-	-	-	-	-	-	70,430	**(201,272)**
Accrued Expenses	(44,426)	(140,323)	-	-	-	-	-	-	-	-	-	-	-	**(184,749)**
Other Liabilities			-	-	-	-	-	-	-	-	-	-	-	**-**
Deferred Revenue	32,894	15,188	-	(169,640)	-	-	(169,640)	-	-	(169,640)	-	-	(169,640)	**(630,479)**
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	(3,190,508)	(859,277)	(378,452)	(466,181)	156,542	1,346,153	(186,304)	70,450	96,746	64,601	(23,128)		
Cash, Beginning of Month	4,257,786	9,656,330	6,465,822	5,606,545	5,228,093	4,761,912	4,918,454	6,264,607	6,078,303	6,148,753	6,245,499	6,310,100		
Cash, End of Month	**9,656,330**	**6,465,822**	**5,606,545**	**5,228,093**	**4,761,912**	**4,918,454**	**6,264,607**	**6,078,303**	**6,148,753**	**6,245,499**	**6,310,100**	**6,286,971**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
67.8%	80.7%
8,026,888	204,966

Pupil:Teacher Ratio
21.04

FY26-27 California Online Public Schools - NorBay

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 197.76

		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 =	197.76
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	90,389	89,960	161,927	161,927	161,927	161,927	161,927	159,196	159,196	159,196	159,196	159,195	**1,785,967**	1,858,257	(72,290)
8012	Education Protection Account	-	-	9,888	-	-	9,888	-	-	9,888	-	-	-	9,888	**39,552**	40,704	(1,152)
8096	In Lieu of Property Taxes	-	-	117,400	-	-	-	-	-	-	-	-	-	853,739	**971,139**	999,424	(28,285)
		-	90,389	217,247	161,927	161,927	171,815	161,927	161,927	169,084	159,196	159,196	159,196	1,022,823	**2,796,658**	**2,898,385**	**(101,727)**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	23,520	**23,520**	23,520	-
8290	Title I, Part A - Basic Low Income	-	-	-	9,010	-	-	9,010	-	-	-	9,010	-	9,010	**36,038**	37,088	(1,050)
8291	Title II, Part A - Teacher Quality	-	-	-	1,092	-	-	1,092	-	-	-	1,092	-	1,092	**4,367**	4,494	(127)
8294	Title IV, Part A	-	-	-	2,482	-	-	2,482	-	-	-	2,482	-	2,482	**9,926**	10,216	(290)
8299	Prior Year Federal Revenue	-	1	-	-	-	-	-	-	-	-	-	-	-	**1**	-	1
		-	1	-	12,583	-	-	12,583	-	-	-	12,583	-	36,103	**73,852**	**75,318**	**(1,466)**
Other State Revenue																	
8311	State Special Education	13,434	13,434	13,348	24,026	24,026	24,026	24,026	24,026	21,322	21,322	21,322	21,322	21,322	**266,961**	272,727	(5,766)
8550	Mandated Cost	-	-	-	-	-	8,495	-	-	-	-	-	-	-	**8,495**	8,495	(0)
8560	State Lottery	-	-	-	-	-	-	13,547	-	-	13,547	-	-	26,696	**53,791**	55,357	(1,566)
8599	Other State Revenue	-	3,393	643	23,764	1,157	1,157	23,764	1,157	1,157	23,764	1,157	1,157	21,014	**103,282**	103,657	(375)
		13,434	16,827	13,991	47,790	25,183	33,678	61,338	25,183	22,479	58,634	22,479	22,479	69,032	**432,529**	**440,236**	**(7,707)**
Other Local Revenue																	
8660	Interest Revenue	9	1,842	266	266	266	266	266	266	266	266	266	266	-	**4,507**	3,186	1,321
8690	Other Local Revenue	-	1,863	-	-	-	-	-	-	-	-	-	-	-	**1,863**	-	1,863
		9	3,705	266	266	266	266	266	266	266	266	266	266	-	**6,370**	**3,186**	**3,184**
Total Revenue		**13,443**	**110,922**	**231,504**	**222,566**	**187,376**	**205,759**	**236,113**	**187,376**	**191,829**	**218,096**	**194,524**	**181,941**	**1,127,958**	**3,309,409**	**3,417,125**	**(107,716)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	89,172	85,552	85,770	85,770	85,770	85,770	85,770	85,770	85,770	85,770	85,770	85,770	-	**1,032,425**	1,161,946	129,521
1170	Teachers' Substitute Hours	-	6	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	-	**16,049**	-	(16,049)
1175	Teachers' Extra Duty/Stipends	1,239	1,709	4,097	4,097	4,097	4,097	4,097	4,097	4,097	4,097	4,097	4,097	-	**43,920**	48,275	4,355
1200	Pupil Support Salaries	13,371	16,318	16,685	16,685	16,685	16,685	16,685	16,685	16,685	16,685	16,685	16,685	-	**196,535**	141,234	(55,301)
1300	Administrators' Salaries	9,141	9,141	10,093	10,093	10,093	10,093	10,093	10,093	10,093	10,093	10,093	10,093	-	**119,210**	99,835	(19,375)
1900	Other Certificated Salaries	-	191	268	268	268	268	268	268	268	268	268	268	-	**2,871**	-	(2,871)
		112,924	112,917	118,517	118,517	118,517	118,517	118,517	118,517	118,517	118,517	118,517	118,517	-	**1,411,010**	**1,451,290**	**40,280**
Classified Salaries																	
2100	Instructional Salaries	-	-	4,641	4,641	4,641	4,641	4,641	4,641	4,641	4,641	4,641	4,641	-	**46,406**	-	(46,406)
2200	Support Salaries	351	2,349	817	817	817	817	817	817	817	817	817	817	-	**10,867**	6,418	(4,449)
2300	Classified Administrators' Salaries	2,542	2,606	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	-	**32,116**	44,669	12,553
2400	Clerical and Office Staff Salaries	3,378	3,333	3,101	3,101	3,101	3,101	3,101	3,101	3,101	3,101	3,101	3,101	-	**37,720**	35,332	(2,388)
		6,271	8,288	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	-	**127,110**	**86,419**	**(40,691)**
Benefits																	
3101	STRS	19,804	19,574	22,816	22,816	22,816	22,816	22,816	22,816	22,816	22,816	22,816	22,816	-	**267,541**	277,196	9,655
3301	OASDI	790	953	1,483	1,483	1,483	1,483	1,483	1,483	1,483	1,483	1,483	1,483	-	**16,573**	10,716	(5,857)
3311	Medicare	1,662	1,690	1,905	1,905	1,905	1,905	1,905	1,905	1,905	1,905	1,905	1,905	-	**22,403**	22,297	(106)
3401	Health and Welfare	20,042	19,334	21,042	21,042	21,042	21,042	21,042	21,042	21,042	21,042	21,042	21,042	-	**249,791**	229,543	(20,248)
3501	State Unemployment	33	140	2,260	2,260	2,260	2,260	11,300	9,040	4,520	2,260	2,260	2,260	-	**40,852**	44,601	3,749
3601	Workers' Compensation	921	650	1,839	1,839	1,839	1,839	1,839	1,839	1,839	1,839	1,839	1,839	-	**19,965**	21,528	1,563
3901	Other Benefits	4,030	3,957	4,599	4,599	4,599	4,599	4,599	4,599	4,599	4,599	4,599	4,599	-	**53,973**	53,820	(153)
		47,281	46,297	55,944	55,944	55,944	55,944	64,984	62,724	58,204	55,944	55,944	55,944	-	**671,097**	**659,701**	**(11,396)**
Books and Supplies																	
4100	Textbooks and Core Curricula	55,126	10,596	8,930	8,930	5,954	5,656	5,358	5,061	4,763	4,465	4,168	3,870	-	**122,876**	120,189	(2,687)
4200	Books and Other Materials	-	-	30	30	30	-	-	-	-	-	-	-	-	**90**	152	62
4302	School Supplies	-	624	507	507	507	507	507	507	507	507	507	507	-	**5,699**	6,189	490
4305	Software	54,529	10,775	6,086	6,086	4,057	3,854	3,652	3,449	3,246	3,043	2,840	2,637	-	**104,254**	98,725	(5,529)
4310	Office Expense	-	179	324	324	324	324	324	324	324	324	324	324	-	**3,421**	3,955	534
4311	Business Meals	-	508	117	117	117	117	117	117	117	117	117	117	-	**1,683**	1,432	(251)
4400	Noncapitalized Equipment	1,576	3,605	5,907	5,907	3,938	3,741	3,544	3,348	3,151	2,954	2,757	2,560	-	**42,989**	44,909	1,920
		111,231	26,287	21,903	21,903	14,928	14,201	13,503	12,806	12,109	11,411	10,714	10,016	-	**281,012**	**275,551**	**(5,461)**

FY26-27 California Online Public Schools - NorBay

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 197.76

		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	-	8,492	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	-	**249,401**	333,619	84,218
5105	Security	-	3	8	8	8	8	8	8	8	8	8	8	-	**86**	93	7
5106	Other Educational Consultants	-	-	752	752	752	752	752	752	752	752	752	752	-	**7,522**	7,645	123
		-	8,495	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	-	**257,009**	**341,357**	**84,348**
Operations and Housekeeping																	
5201	Auto and Travel	162	3,677	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	-	**15,432**	12,960	(2,472)
5300	Dues & Memberships	2,148	19	649	649	649	649	649	649	649	649	649	649	-	**8,655**	7,912	(743)
5400	Insurance	738	744	839	839	839	839	839	839	839	839	839	839	-	**9,871**	10,232	361
5501	Utilities	-	-	24	24	24	24	24	24	24	24	24	24	-	**236**	288	52
5502	Janitorial Services	-	-	54	54	54	54	54	54	54	54	54	54	-	**544**	663	119
5516	Miscellaneous Expense	-	-	2	2	2	2	2	2	2	2	2	2	-	**18**	18	0
5900	Communications	4,047	3,545	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	-	**25,896**	22,325	(3,571)
5901	Postage and Shipping	-	-	56	56	56	56	56	56	56	56	56	56	-	**564**	573	9
		7,095	7,986	4,613	4,613	4,613	4,613	4,613	4,613	4,613	4,613	4,613	4,613	-	**61,216**	**54,971**	**(6,245)**
Facilities, Repairs and Other Leases																	
5601	Rent	946	946	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	-	**12,646**	13,117	471
5602	Additional Rent	76	97	534	534	534	534	534	534	534	534	534	534	-	**5,515**	6,516	1,001
5603	Equipment Leases	-	-	40	40	40	40	40	40	40	40	40	40	-	**396**	483	87
5604	Other Leases	13,864	-	395	395	395	395	395	395	395	1,580	1,580	1,580	-	**21,371**	19,787	(1,584)
5610	Repairs and Maintenance	-	-	18	18	18	18	18	18	18	18	18	18	-	**181**	221	40
		14,886	1,043	2,063	2,063	2,063	2,063	2,063	2,063	2,063	3,248	3,248	3,248	-	**40,109**	**40,124**	**15**
Professional/Consulting Services																	
5801	IT	5,811	27,213	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	-	**115,538**	100,636	(14,902)
5802	Audit & Taxes	-	697	-	826	826	826	-	-	-	-	-	-	-	**3,174**	2,517	(657)
5803	Legal	11	10	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	-	**25,837**	31,487	5,650
5804	Professional Development	7,854	961	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	-	**28,620**	14,986	(13,634)
5805	General Consulting	3,439	559	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	-	**16,512**	12,718	(3,794)
5806	Special Activities/Field Trips	-	4	-	-	-	4,754	4,754	4,754	-	-	-	-	-	**14,266**	14,495	229
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	-	29	137	137	137	137	137	137	137	137	137	137	-	**1,398**	1,391	(7)
5810	Payroll Service Fee	-	133	9	9	9	9	9	9	9	9	9	9	-	**228**	116	(112)
5811	Management Fee	5,702	5,702	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	**73,904**	75,000	1,096
5812	District Oversight Fee	-	-	2,172	1,619	1,619	1,718	1,619	1,619	1,691	1,592	1,592	1,592	11,132	**27,967**	28,984	1,017
5814	SPED Encroachment	447	447	400	721	721	721	721	721	640	640	640	640	1,257	**8,714**	8,887	173
5815	Public Relations/Recruitment	943	3,086	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	-	**40,954**	37,529	(3,425)
		24,208	38,841	26,787	27,380	27,380	32,233	31,308	31,308	26,545	26,446	26,446	26,446	12,389	**357,717**	**329,360**	**(28,357)**
Depreciation																	
6900	Depreciation Expense	-	-	126	126	126	126	126	126	126	126	126	126	-	**1,259**	1,535	276
		-	-	126	126	126	126	126	126	126	126	126	126	-	**1,259**	**1,535**	**276**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**323,895**	**250,154**	**266,059**	**266,652**	**259,677**	**263,803**	**271,221**	**268,263**	**258,282**	**256,411**	**255,714**	**255,016**	**12,389**	**3,207,538**	**3,240,308**	**32,770**
Monthly Surplus (Deficit)		**(310,452)**	**(139,232)**	**(34,556)**	**(44,086)**	**(72,301)**	**(58,044)**	**(35,107)**	**(80,887)**	**(66,453)**	**(38,316)**	**(61,190)**	**(73,075)**	**1,115,569**	**101,871**	**176,817**	**(74,946)**

FY26-27 California Online Public Schools - NorBay

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 197.76

	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)	(310,452)	(139,232)	(34,556)	(44,086)	(72,301)	(58,044)	(35,107)	(80,887)	(66,453)	(38,316)	(61,190)	(73,075)	1,115,569	**101,871**
Cash flows from operating activities														
Depreciation/Amortization	-	-	126	126	126	126	126	126	126	126	126	126	-	**1,259**
Public Funding Receivables	131,030	361,838	-	-	-	31,547	34,044	-	-	-	-	-	(1,127,958)	**(569,499)**
Grants and Contributions Rec.	-		-	-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	318,593	(160,842)	-	-	-	-	-	-	-	-	-	-	-	**157,751**
Prepaid Expenses	31,870	(209)	-	-	-	-	-	-	-	-	-	-	-	**31,661**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	(31,555)	9,456	-	-	-	-	-	-	-	-	-	-	12,389	**(9,710)**
Accrued Expenses	(3,903)	(308,306)	-	-	-	-	-	-	-	-	-	-	-	**(312,209)**
Other Liabilities			-	-	-	-	-	-	-	-	-	-	-	**-**
Deferred Revenue	3,353	4,050	-	(22,607)	-	-	(22,607)	-	-	(22,607)	-	-	(22,607)	**(83,025)**
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	(233,245)	(34,430)	(66,567)	(72,175)	(26,371)	(23,545)	(80,761)	(66,327)	(60,797)	(61,064)	(72,949)		
Cash, Beginning of Month	1,909,496	2,048,432	1,815,187	1,780,758	1,714,191	1,642,016	1,615,645	1,592,100	1,511,339	1,445,012	1,384,215	1,323,151		
Cash, End of Month	**2,048,432**	**1,815,187**	**1,780,758**	**1,714,191**	**1,642,016**	**1,615,645**	**1,592,100**	**1,511,339**	**1,445,012**	**1,384,215**	**1,323,151**	**1,250,202**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
68.1%	79.1%
931,123	(31,208)

Pupil:Teacher Ratio
19.11

FY26-27 California Online Public Schools - MonBay

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

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Actuals Through: 8/31/2026

ADA = 581.76

		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 =	581.76
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	168,517	177,343	319,218	319,218	319,218	319,218	319,218	362,260	362,260	362,260	362,260	362,210	**3,753,201**	3,609,951	143,250
8012	Education Protection Account	-	-	29,088	-	-	29,088	-	-	29,088	-	-	-	29,087	**116,351**	112,603	3,748
8096	In Lieu of Property Taxes	-	-	461,728	-	-	-	-	-	-	-	-	-	3,609,893	**4,071,621**	3,940,464	131,157
		-	168,517	668,159	319,218	319,218	348,306	319,218	319,218	391,348	362,260	362,260	362,260	4,001,190	**7,941,173**	**7,663,018**	**278,155**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	61,600	**61,600**	61,600	-
8290	Title I, Part A - Basic Low Income	-	-	-	19,484	-	-	19,484	-	-	-	19,484	-	19,484	**77,938**	75,427	2,511
8291	Title II, Part A - Teacher Quality	-	-	-	2,782	-	-	2,782	-	-	-	2,782	-	2,782	**11,127**	10,768	359
8294	Title IV, Part A	-	-	-	2,645	-	-	2,645	-	-	-	2,645	-	2,645	**10,582**	10,241	341
		-	-	-	24,912	-	-	24,912	-	-	-	24,912	-	86,512	**161,246**	**158,036**	**3,210**
Other State Revenue																	
8311	State Special Education	37,165	37,165	36,835	66,302	66,302	66,302	66,302	66,302	67,376	67,376	67,376	67,376	67,376	**779,558**	754,447	25,111
8550	Mandated Cost	-	-	-	-	-	22,685	-	-	-	-	-	-	-	**22,685**	22,685	0
8560	State Lottery	-	-	-	-	-	-	37,384	-	-	37,384	-	-	83,470	**158,239**	153,142	5,097
8599	Other State Revenue	-	2,389	1,891	42,849	3,403	3,403	42,849	3,403	3,403	42,849	3,403	3,403	42,351	**195,598**	194,380	1,218
		37,165	39,554	38,725	109,152	69,706	92,391	146,536	69,706	70,780	147,610	70,780	70,780	193,197	**1,156,081**	**1,124,654**	**31,427**
Other Local Revenue																	
8660	Interest Revenue	-	5,738	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	-	**18,456**	15,261	3,195
8690	Other Local Revenue	-	5,201	-	-	-	-	-	-	-	-	-	-	-	**5,201**	-	5,201
		-	10,939	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	-	**23,657**	**15,261**	**8,396**
Total Revenue		**37,165**	**219,010**	**708,157**	**454,553**	**390,196**	**441,969**	**491,938**	**390,196**	**463,399**	**511,142**	**459,223**	**434,311**	**4,280,899**	**9,282,157**	**8,960,969**	**321,188**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	237,204	227,573	228,155	228,155	228,155	228,155	228,155	228,155	228,155	228,155	228,155	228,155	-	**2,746,328**	3,214,461	468,133
1170	Teachers' Substitute Hours	-	15	4,268	4,268	4,268	4,268	4,268	4,268	4,268	4,268	4,268	4,268	-	**42,690**	-	(42,690)
1175	Teachers' Extra Duty/Stipends	3,290	4,540	10,899	10,899	10,899	10,899	10,899	10,899	10,899	10,899	10,899	10,899	-	**116,820**	133,549	16,729
1200	Pupil Support Salaries	35,567	43,406	44,382	44,382	44,382	44,382	44,382	44,382	44,382	44,382	44,382	44,382	-	**522,797**	390,717	(132,080)
1300	Administrators' Salaries	24,316	24,316	26,848	26,848	26,848	26,848	26,848	26,848	26,848	26,848	26,848	26,848	-	**317,108**	276,187	(40,921)
1900	Other Certificated Salaries	-	508	713	713	713	713	713	713	713	713	713	713	-	**7,637**	-	(7,637)
		300,377	300,358	315,265	315,265	315,265	315,265	315,265	315,265	315,265	315,265	315,265	315,265	-	**3,753,381**	**4,014,914**	**261,533**
Classified Salaries																	
2100	Instructional Salaries	-	-	12,344	12,344	12,344	12,344	12,344	12,344	12,344	12,344	12,344	12,344	-	**123,445**	-	(123,445)
2200	Support Salaries	933	6,249	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	-	**28,907**	17,754	(11,153)
2300	Classified Administrators' Salaries	6,760	6,933	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	-	**85,430**	123,574	38,144
2400	Clerical and Office Staff Salaries	8,986	8,865	8,249	8,249	8,249	8,249	8,249	8,249	8,249	8,249	8,249	8,249	-	**100,338**	97,743	(2,595)
		16,679	22,047	29,939	29,939	29,939	29,939	29,939	29,939	29,939	29,939	29,939	29,939	-	**338,121**	**239,071**	**(99,050)**
Benefits																	
3101	STRS	52,678	52,066	60,694	60,694	60,694	60,694	60,694	60,694	60,694	60,694	60,694	60,694	-	**711,679**	766,848	55,169
3301	OASDI	2,103	2,535	3,945	3,945	3,945	3,945	3,945	3,945	3,945	3,945	3,945	3,945	-	**44,085**	29,645	(14,440)
3311	Medicare	4,420	4,495	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	-	**59,593**	61,683	2,090
3401	Health and Welfare	53,326	51,429	55,872	55,872	55,872	55,872	55,872	55,872	55,872	55,872	55,872	55,872	-	**663,476**	635,018	(28,458)
3501	State Unemployment	88	372	5,436	5,436	5,436	5,436	27,180	21,744	10,872	5,436	5,436	5,436	-	**98,309**	105,871	7,562
3601	Workers' Compensation	2,449	1,729	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	-	**53,108**	59,556	6,448
3901	Other Benefits	10,720	10,526	12,233	12,233	12,233	12,233	12,233	12,233	12,233	12,233	12,233	12,233	-	**143,572**	148,889	5,317
		125,784	123,152	148,140	148,140	148,140	148,140	169,884	164,448	153,576	148,140	148,140	148,140	-	**1,773,823**	**1,807,510**	**33,687**
Books and Supplies																	
4100	Textbooks and Core Curricula	146,692	28,181	23,749	23,749	15,832	15,041	14,249	13,457	12,666	11,874	11,083	10,291	-	**326,864**	332,497	5,633
4200	Books and Other Materials	-	-	79	79	79	-	-	-	-	-	-	-	-	**238**	420	182
4302	School Supplies	-	1,661	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	-	**15,160**	17,122	1,962
4305	Software	150,890	28,663	15,400	15,400	10,267	9,753	9,240	8,727	8,213	7,700	7,187	6,673	-	**278,113**	273,118	(4,995)
4310	Office Expense	-	475	863	863	863	863	863	863	863	863	863	863	-	**9,101**	10,941	1,840
4311	Business Meals	-	579	312	312	312	312	312	312	312	312	312	312	-	**3,703**	3,962	259
4400	Noncapitalized Equipment	4,192	9,590	15,714	15,714	10,476	9,952	9,429	8,905	8,381	7,857	7,333	6,810	-	**114,354**	124,239	9,885
		301,774	69,149	57,467	57,467	39,180	37,271	35,443	33,614	31,785	29,956	28,128	26,299	-	**747,532**	**762,299**	**14,767**

FY26-27 California Online Public Schools - MonBay

CHARTER IMPACT

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ADA = 581.76

		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	-	22,824	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	-	**663,661**	922,940	259,279
5105	Security	-	8	22	22	22	22	22	22	22	22	22	22	-	**228**	256	28
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
		-	22,832	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	-	**683,897**	**944,345**	**260,448**
Operations and Housekeeping																	
5201	Auto and Travel	453	1,530	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	-	**32,819**	35,853	3,034
5300	Dues & Memberships	5,713	52	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	1,726	-	**23,022**	21,889	(1,133)
5400	Insurance	2,071	1,978	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	-	**26,365**	28,305	1,940
5501	Utilities	-	-	63	63	63	63	63	63	63	63	63	63	-	**628**	797	169
5502	Janitorial Services	-	-	145	145	145	145	145	145	145	145	145	145	-	**1,447**	1,835	388
5516	Miscellaneous Expense	-	-	5	5	5	5	5	5	5	5	5	5	-	**47**	50	3
5900	Communications	10,763	9,431	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	-	**68,886**	61,760	(7,126)
5901	Postage and Shipping	-	-	150	150	150	150	150	150	150	150	150	150	-	**1,501**	1,586	85
		19,000	12,991	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	-	**154,714**	**152,075**	**(2,639)**
Facilities, Repairs and Other Leases																	
5601	Rent	2,515	2,515	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	-	**33,638**	36,286	2,648
5602	Additional Rent	202	258	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	**14,672**	18,026	3,354
5603	Equipment Leases	-	-	105	105	105	105	105	105	105	105	105	105	-	**1,054**	1,337	283
5604	Other Leases	37,780	-	1,122	1,122	1,122	1,122	1,122	1,122	1,122	4,487	4,487	4,487	-	**59,091**	54,739	(4,352)
5610	Repairs and Maintenance	-	-	48	48	48	48	48	48	48	48	48	48	-	**482**	612	130
		40,497	2,773	5,557	5,557	5,557	5,557	5,557	5,557	5,557	8,922	8,922	8,922	-	**108,938**	**111,000**	**2,062**
Professional/Consulting Services																	
5801	IT	15,458	72,390	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	-	**307,341**	278,405	(28,936)
5802	Audit & Taxes	-	1,853	-	2,196	2,196	2,196	-	-	-	-	-	-	-	**8,442**	6,964	(1,478)
5803	Legal	29	26	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	-	**68,729**	87,106	18,377
5804	Professional Development	20,893	2,556	5,268	5,268	5,268	5,268	5,268	5,268	5,268	5,268	5,268	5,268	-	**76,131**	41,458	(34,673)
5805	General Consulting	10,630	1,487	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	-	**45,404**	35,184	(10,220)
5806	Special Activities/Field Trips	-	11	-	-	-	12,646	12,646	12,646	-	-	-	-	-	**37,948**	40,099	2,151
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	-	78	364	364	364	364	364	364	364	364	364	364	-	**3,719**	3,848	129
5810	Payroll Service Fee	-	355	25	25	25	25	25	25	25	25	25	25	-	**607**	320	(287)
5811	Management Fee	13,866	13,866	15,470	15,470	15,470	15,470	15,470	15,470	15,470	15,470	15,470	15,470	-	**182,435**	179,219	(3,216)
5812	District Oversight Fee	-	-	6,682	3,192	3,192	3,483	3,192	3,192	3,913	3,623	3,623	3,623	41,697	**79,412**	76,630	(2,782)
5814	SPED Encroachment	1,231	1,231	1,105	1,989	1,989	1,989	1,989	1,989	2,021	2,021	2,021	2,021	3,637	**25,235**	24,481	(754)
5815	Public Relations/Recruitment	2,509	8,208	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	-	**108,941**	103,823	(5,118)
		64,616	102,061	71,043	70,634	70,634	83,571	81,083	81,083	69,191	68,900	68,900	68,900	45,334	**945,952**	**879,237**	**(66,715)**
Depreciation																	
6900	Depreciation Expense	-	-	335	335	335	335	335	335	335	335	335	335	-	**3,348**	4,247	899
		-	-	335	335	335	335	335	335	335	335	335	335	-	**3,348**	**4,247**	**899**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**868,727**	**655,363**	**706,125**	**705,716**	**687,428**	**698,457**	**715,885**	**708,620**	**684,027**	**679,836**	**678,008**	**676,179**	**45,334**	**8,509,705**	**8,914,698**	**404,993**
Monthly Surplus (Deficit)		**(831,562)**	**(436,353)**	**2,032**	**(251,163)**	**(297,233)**	**(256,488)**	**(223,947)**	**(318,425)**	**(220,628)**	**(168,695)**	**(218,785)**	**(241,867)**	**4,235,565**	**772,452**	**46,271**	**726,181**

FY26-27 California Online Public Schools - MonBay

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 581.76

	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)	(831,562)	(436,353)	2,032	(251,163)	(297,233)	(256,488)	(223,947)	(318,425)	(220,628)	(168,695)	(218,785)	(241,867)	4,235,565	**772,452**
Cash flows from operating activities														
Depreciation/Amortization	-	-	335	335	335	335	335	335	335	335	335	335	-	**3,348**
Public Funding Receivables	1,678,551	408,412	-	-	-	82,204	(184,918)	-	-	-	-	-	(4,280,899)	**(2,296,650)**
Grants and Contributions Rec.	-		-	-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	854,736	(188,821)	-	-	-	-	-	-	-	-	-	-	-	**665,915**
Prepaid Expenses	93,096	(555)	-	-	-	-	-	-	-	-	-	-	-	**92,541**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	(105,807)	105,950	-	-	-	-	-	-	-	-	-	-	45,334	**45,477**
Accrued Expenses	(10,219)	(151,288)	-	-	-	-	-	-	-	-	-	-	-	**(161,507)**
Other Liabilities			-	-	-	-	-	-	-	-	-	-	-	**-**
Deferred Revenue	8,017	10,777	-	(39,446)	-	-	(39,446)	-	-	(39,446)	-	-	(39,446)	**(138,990)**
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	(251,878)	2,366	(290,274)	(296,898)	(173,949)	(447,977)	(318,090)	(220,293)	(207,806)	(218,450)	(241,533)		
Cash, Beginning of Month	1,971,004	3,657,816	3,405,938	3,408,304	3,118,030	2,821,133	2,647,184	2,199,207	1,881,117	1,660,824	1,453,019	1,234,569		
Cash, End of Month	**3,657,816**	**3,405,938**	**3,408,304**	**3,118,030**	**2,821,133**	**2,647,184**	**2,199,207**	**1,881,117**	**1,660,824**	**1,453,019**	**1,234,569**	**993,036**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
64.5%	74.9%
2,275,337	(476,488)

Pupil:Teacher Ratio
22.69

FY26-27 California Online Public Schools - Central Coast

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 202.56

		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 =	202.56
State Aid - Revenue Limit																	
8011	LCFF State Aid	70,449	70,449	65,395	117,711	117,711	117,711	117,711	117,711	131,001	131,001	131,001	131,001	131,002	**1,449,853**	1,313,269	136,584
8012	Education Protection Account	-	-	10,128	-	-	10,128	-	-	10,128	-	-	-	10,128	**40,512**	37,380	3,132
8096	In Lieu of Property Taxes	92,446	-	155,284	103,523	103,523	103,523	-	-	-	-	-	-	876,184	**1,434,482**	1,323,581	110,901
		162,895	70,449	230,807	221,234	221,234	231,362	117,711	117,711	141,129	131,001	131,001	131,001	1,017,314	**2,924,847**	**2,674,230**	**250,617**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	14,700	**14,700**	14,700	-
8290	Title I, Part A - Basic Low Income	-	-	-	6,023	-	-	6,023	-	-	-	6,023	-	6,023	**24,092**	22,229	1,863
8291	Title II, Part A - Teacher Quality	-	-	-	777	-	-	777	-	-	-	777	-	777	**3,107**	2,867	240
8294	Title IV, Part A	-	-	-	2,771	-	-	2,771	-	-	-	2,771	-	2,771	**11,085**	10,228	857
		-	-	-	9,571	-	-	9,571	-	-	-	9,571	-	24,271	**52,984**	**50,024**	**2,960**
Other State Revenue																	
8311	State Special Education	12,337	12,337	12,243	22,037	22,037	22,037	22,037	22,037	24,866	24,866	24,866	24,866	24,866	**271,430**	250,449	20,981
8550	Mandated Cost	-	-	-	-	-	7,944	-	-	-	-	-	-	-	**7,944**	7,944	0
8560	State Lottery	-	-	-	-	-	-	12,425	-	-	12,425	-	-	30,245	**55,096**	50,837	4,259
8599	Other State Revenue	793	793	658	1,281	1,185	1,185	1,281	1,185	1,185	1,281	1,185	1,185	353	**13,549**	12,531	1,018
		13,130	13,130	12,901	23,318	23,222	31,166	35,743	23,222	26,051	38,572	26,051	26,051	55,464	**348,020**	**321,761**	**26,259**
Other Local Revenue																	
8660	Interest Revenue	-	-	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	-	**26,881**	32,257	(5,376)
8690	Other Local Revenue	-	1,708	-	-	-	-	-	-	-	-	-	-	-	**1,708**	-	1,708
		-	1,708	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	-	**28,589**	**32,257**	**(3,668)**
Total Revenue		**176,025**	**85,287**	**246,396**	**256,810**	**247,144**	**265,216**	**165,713**	**143,621**	**169,868**	**172,261**	**169,311**	**159,740**	**1,097,049**	**3,354,440**	**3,078,272**	**276,168**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	83,531	80,140	80,346	80,346	80,346	80,346	80,346	80,346	80,346	80,346	80,346	80,346	-	**967,130**	1,067,083	99,953
1170	Teachers' Substitute Hours	-	5	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	-	**15,033**	-	(15,033)
1175	Teachers' Extra Duty/Stipends	1,154	1,594	3,838	3,838	3,838	3,838	3,838	3,838	3,838	3,838	3,838	3,838	-	**41,129**	44,333	3,204
1200	Pupil Support Salaries	12,525	15,286	15,629	15,629	15,629	15,629	15,629	15,629	15,629	15,629	15,629	15,629	-	**184,106**	129,704	(54,402)
1300	Administrators' Salaries	8,563	8,562	9,455	9,455	9,455	9,455	9,455	9,455	9,455	9,455	9,455	9,455	-	**111,670**	91,684	(19,986)
1900	Other Certificated Salaries	-	179	251	251	251	251	251	251	251	251	251	251	-	**2,690**	-	(2,690)
		105,773	105,766	111,022	111,022	111,022	111,022	111,022	111,022	111,022	111,022	111,022	111,022	-	**1,321,757**	**1,332,804**	**11,047**
Classified Salaries																	
2100	Instructional Salaries	-	-	4,347	4,347	4,347	4,347	4,347	4,347	4,347	4,347	4,347	4,347	-	**43,472**	-	(43,472)
2200	Support Salaries	329	2,201	765	765	765	765	765	765	765	765	765	765	-	**10,181**	5,894	(4,287)
2300	Classified Administrators' Salaries	2,380	2,441	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	-	**30,084**	41,022	10,938
2400	Clerical and Office Staff Salaries	3,165	3,122	2,905	2,905	2,905	2,905	2,905	2,905	2,905	2,905	2,905	2,905	-	**35,335**	32,447	(2,888)
		5,874	7,764	10,543	10,543	10,543	10,543	10,543	10,543	10,543	10,543	10,543	10,543	-	**119,071**	**79,363**	**(39,708)**
Benefits																	
3101	STRS	18,549	18,334	21,374	21,374	21,374	21,374	21,374	21,374	21,374	21,374	21,374	21,374	-	**250,620**	254,565	3,945
3301	OASDI	741	892	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	-	**15,525**	9,841	(5,684)
3311	Medicare	1,556	1,584	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	-	**20,987**	20,476	(511)
3401	Health and Welfare	18,773	18,109	19,640	19,640	19,640	19,640	19,640	19,640	19,640	19,640	19,640	19,640	-	**233,285**	210,803	(22,482)
3501	State Unemployment	31	131	2,120	2,120	2,120	2,120	10,602	8,481	4,241	2,120	2,120	2,120	-	**38,328**	41,046	2,718
3601	Workers' Compensation	862	609	1,723	1,723	1,723	1,723	1,723	1,723	1,723	1,723	1,723	1,723	-	**18,702**	19,770	1,068
3901	Other Benefits	3,775	3,706	4,308	4,308	4,308	4,308	4,308	4,308	4,308	4,308	4,308	4,308	-	**50,559**	49,426	(1,133)
		44,287	43,365	52,339	52,339	52,339	52,339	60,821	58,700	54,459	52,339	52,339	52,339	-	**628,006**	**605,927**	**(22,079)**
Books and Supplies																	
4100	Textbooks and Core Curricula	51,632	9,924	8,367	8,367	5,578	5,299	5,020	4,741	4,462	4,183	3,904	3,626	-	**115,103**	110,377	(4,726)
4200	Books and Other Materials	-	-	28	28	28	-	-	-	-	-	-	-	-	**84**	139	55
4302	School Supplies	-	585	475	475	475	475	475	475	475	475	475	475	-	**5,339**	5,684	345
4305	Software	49,105	10,094	5,968	5,968	3,979	3,780	3,581	3,382	3,183	2,984	2,785	2,586	-	**97,394**	90,665	(6,729)
4310	Office Expense	-	167	304	304	304	304	304	304	304	304	304	304	-	**3,205**	3,632	427
4311	Business Meals	-	304	110	110	110	110	110	110	110	110	110	110	-	**1,404**	1,315	(89)
4400	Noncapitalized Equipment	1,476	3,378	5,534	5,534	3,689	3,505	3,320	3,136	2,951	2,767	2,582	2,398	-	**40,271**	41,243	972
		102,213	24,452	20,786	20,786	14,163	13,473	12,810	12,148	11,486	10,823	10,161	9,499	-	**262,799**	**253,055**	**(9,744)**

FY26-27 California Online Public Schools - Central Coast

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 202.56

		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	-	8,701	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	-	**234,375**	306,382	72,007
5105	Security	-	3	8	8	8	8	8	8	8	8	8	8	-	**81**	85	4
5106	Other Educational Consultants	-	-	705	705	705	705	705	705	705	705	705	705	-	**7,046**	7,021	(25)
		-	8,704	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	-	**241,501**	**313,488**	**71,987**
Operations and Housekeeping																	
5201	Auto and Travel	148	743	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**11,750**	11,902	152
5300	Dues & Memberships	2,012	19	608	608	608	608	608	608	608	608	608	608	-	**8,108**	7,266	(842)
5400	Insurance	649	696	786	786	786	786	786	786	786	786	786	786	-	**9,204**	9,396	192
5501	Utilities	-	-	22	22	22	22	22	22	22	22	22	22	-	**221**	264	43
5502	Janitorial Services	-	-	51	51	51	51	51	51	51	51	51	51	-	**510**	609	99
5516	Miscellaneous Expense	-	-	2	2	2	2	2	2	2	2	2	2	-	**17**	17	0
5900	Communications	3,791	3,321	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	-	**24,259**	20,502	(3,757)
5901	Postage and Shipping	-	-	53	53	53	53	53	53	53	53	53	53	-	**529**	527	(2)
		6,600	4,779	4,322	4,322	4,322	4,322	4,322	4,322	4,322	4,322	4,322	4,322	-	**54,596**	**50,483**	**(4,113)**
Facilities, Repairs and Other Leases																	
5601	Rent	886	886	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	-	**11,846**	12,046	200
5602	Additional Rent	71	91	500	500	500	500	500	500	500	500	500	500	-	**5,167**	5,984	817
5603	Equipment Leases	-	-	37	37	37	37	37	37	37	37	37	37	-	**371**	444	73
5604	Other Leases	12,598	-	370	370	370	370	370	370	370	1,478	1,478	1,478	-	**19,619**	18,171	(1,448)
5610	Repairs and Maintenance	-	-	17	17	17	17	17	17	17	17	17	17	-	**170**	203	33
		13,555	977	1,932	1,932	1,932	1,932	1,932	1,932	1,932	3,040	3,040	3,040	-	**37,173**	**36,848**	**(325)**
Professional/Consulting Services																	
5801	IT	5,444	25,492	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	-	**108,232**	92,420	(15,812)
5802	Audit & Taxes	-	653	-	773	773	773	-	-	-	-	-	-	-	**2,973**	2,312	(661)
5803	Legal	10	9	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	-	**24,203**	28,916	4,713
5804	Professional Development	7,357	900	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	-	**26,809**	13,763	(13,046)
5805	General Consulting	2,627	524	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	-	**14,873**	11,680	(3,193)
5806	Special Activities/Field Trips	-	(247)	-	-	-	4,453	4,453	4,453	-	-	-	-	-	**13,113**	13,312	199
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	-	28	128	128	128	128	128	128	128	128	128	128	-	**1,310**	1,278	(32)
5810	Payroll Service Fee	-	125	9	9	9	9	9	9	9	9	9	9	-	**214**	106	(108)
5811	Management Fee	4,723	4,723	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	**71,946**	75,000	3,054
5812	District Oversight Fee	-	-	2,308	2,212	2,212	2,314	1,177	1,177	1,411	1,310	1,310	1,310	12,507	**29,248**	26,742	(2,506)
5814	SPED Encroachment	408	408	367	661	661	661	661	661	746	746	746	746	1,111	**8,584**	7,954	(630)
5815	Public Relations/Recruitment	883	2,890	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	-	**38,363**	34,465	(3,898)
		21,452	35,505	25,753	26,725	26,725	31,280	29,370	29,370	25,235	25,134	25,134	25,134	13,618	**340,435**	**308,513**	**(31,922)**
Depreciation																	
6900	Depreciation Expense	-	-	118	118	118	118	118	118	118	118	118	118	-	**1,179**	1,410	231
		-	-	118	118	118	118	118	118	118	118	118	118	-	**1,179**	**1,410**	**231**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**299,754**	**231,312**	**250,094**	**251,066**	**244,443**	**248,307**	**254,217**	**251,434**	**242,397**	**240,621**	**239,959**	**239,297**	**13,618**	**3,006,518**	**2,981,891**	**(24,627)**
Monthly Surplus (Deficit)		**(123,729)**	**(146,025)**	**(3,698)**	**5,744**	**2,701**	**16,908**	**(88,503)**	**(107,813)**	**(72,529)**	**(68,360)**	**(70,648)**	**(79,557)**	**1,083,431**	**347,922**	**96,381**	**251,541**

FY26-27 California Online Public Schools - Central Coast

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 202.56

	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)	(146,025)	(3,698)	5,744	2,701	16,908	(88,503)	(107,813)	(72,529)	(68,360)	(70,648)	(79,557)	1,083,431	**347,922**		
Cash flows from operating activities																
Depreciation/Amortization	-	-	118	118	118	118	118	118	118	118	118	118	-	**1,179**		
Public Funding Receivables	576,267	(12,337)	-	-	-	22,138	(417,661)	-	-	-	-	-	(1,097,049)	**(928,642)**		
Grants and Contributions Rec.	-		-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	298,553	217,381	-	-	-	-	-	-	-	-	-	-	-	**515,934**		
Prepaid Expenses	26,852	(196)	-	-	-	-	-	-	-	-	-	-	-	**26,656**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(30,446)	10,041	-	-	-	-	-	-	-	-	-	-	13,618	**(6,787)**		
Accrued Expenses	(3,844)	(5,274)	-	-	-	-	-	-	-	-	-	-	-	**(9,118)**		
Other Liabilities			-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	3,174	1,611	-	(96)	-	-	(96)	-	-	(96)	-	-	(96)	**4,402**		
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	65,201	(3,580)	5,767	2,819	39,164	(506,142)	(107,695)	(72,411)	(68,338)	(70,530)	(79,439)				
Cash, Beginning of Month	1,486,953	2,233,779	2,298,980	2,295,400	2,301,166	2,303,985	2,343,149	1,837,007	1,729,312	1,656,901	1,588,563	1,518,033				
Cash, End of Month	**2,233,779**	**2,298,980**	**2,295,400**	**2,301,166**	**2,303,985**	**2,343,149**	**1,837,007**	**1,729,312**	**1,656,901**	**1,588,563**	**1,518,033**	**1,438,594**				

Cert.	Instr.
63.0%	73.1%
770,652	(233,012)

Pupil:Teacher Ratio
20.90

FY26-27 California Online Public Schools - Orange County

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 4283.52

		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.)
Revenues																**ADA = 4101.25**	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	-	-	-	-	-	33,179,999	-	5,429,454	5,429,454	5,429,454	5,429,454	5,429,456	**60,327,273**	57,584,965	2,742,308
8012	Education Protection Account	-	-	214,176	-	-	214,176	-	-	214,176	-	-	-	214,176	**856,704**	820,250	36,454
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	18,976	**18,976**	18,169	807
		-	-	214,176	-	-	214,176	33,179,999	-	5,643,630	5,429,454	5,429,454	5,429,454	5,662,608	**61,202,953**	**58,423,384**	**2,779,569**
Federal Revenue																	
8290	Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	-	-	-	946,889	**946,889**	906,597	40,292
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	-	-	120,537	**120,537**	115,408	5,129
8294	Title IV, Part A	-	-	-	-	-	-	-	-	-	-	-	-	71,611	**71,611**	71,611	-
		-	-	-	-	-	-	-	-	-	-	-	-	1,139,036	**1,139,036**	**1,093,616**	**45,420**
Other State Revenue																	
8311	State Special Education	-	-	-	-	-	-	-	-	1,147,983	1,147,983	1,147,983	1,147,983	1,147,983	**5,739,917**	5,495,675	244,242
8560	State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	1,165,117	**1,165,117**	1,115,540	49,577
8599	Other State Revenue	-	-	13,921	25,059	25,059	25,059	25,059	25,059	25,059	25,059	25,059	25,059	38,980	**278,429**	266,581	11,848
		-	-	13,921	25,059	25,059	25,059	25,059	25,059	1,173,042	1,173,042	1,173,042	1,173,042	2,352,081	**7,183,463**	**6,877,796**	**305,667**
Other Local Revenue																	
8660	Interest Revenue	-	-	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	-	**27,060**	32,472	(5,412)
		-	-	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	-	**27,060**	**32,472**	**(5,412)**
Total Revenue		**-**	**-**	**230,803**	**27,765**	**27,765**	**241,941**	**33,207,764**	**27,765**	**6,819,378**	**6,605,202**	**6,605,202**	**6,605,202**	**9,153,726**	**69,552,513**	**66,427,268**	**3,125,245**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	1,825,009	1,750,914	1,755,405	1,755,405	1,755,405	1,755,405	1,755,405	1,755,405	1,755,405	1,755,405	1,755,405	1,755,405	-	**21,129,970**	23,415,322	2,285,352
1170	Teachers' Substitute Hours	-	116	32,834	32,834	32,834	32,834	32,834	32,834	32,834	32,834	32,834	32,834	-	**328,457**	-	(328,457)
1175	Teachers' Extra Duty/Stipends	25,318	33,930	83,856	83,856	83,856	83,856	83,856	83,856	83,856	83,856	83,856	83,856	-	**897,803**	972,821	75,018
1200	Pupil Support Salaries	273,648	333,960	341,474	341,474	341,474	341,474	341,474	341,474	341,474	341,474	341,474	341,474	-	**4,022,350**	2,981,265	(1,041,085)
1300	Administrators' Salaries	187,084	187,084	206,563	206,563	206,563	206,563	206,563	206,563	206,563	206,563	206,563	206,563	-	**2,439,797**	2,355,593	(84,204)
1900	Other Certificated Salaries	-	3,913	5,485	5,485	5,485	5,485	5,485	5,485	5,485	5,485	5,485	5,485	-	**58,764**	-	(58,764)
		2,311,059	2,309,917	2,425,617	2,425,617	2,425,617	2,425,617	2,425,617	2,425,617	2,425,617	2,425,617	2,425,617	2,425,617	-	**28,877,141**	**29,725,001**	**847,860**
Classified Salaries																	
2100	Instructional Salaries	-	-	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	-	**949,772**	-	(949,772)
2200	Support Salaries	7,180	48,104	16,715	16,715	16,715	16,715	16,715	16,715	16,715	16,715	16,715	16,715	-	**222,437**	127,912	(94,525)
2300	Classified Administrators' Salaries	52,014	53,341	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	55,194	-	**657,297**	926,532	269,235
2400	Clerical and Office Staff Salaries	69,138	68,208	81,162	81,162	81,162	81,162	81,162	81,162	81,162	81,162	81,162	81,162	-	**948,967**	643,568	(305,399)
		128,332	169,653	248,049	248,049	248,049	248,049	248,049	248,049	248,049	248,049	248,049	248,049	-	**2,778,473**	**1,698,012**	**(1,080,461)**
Benefits																	
3101	STRS	405,294	400,589	466,987	466,987	466,987	466,987	466,987	466,987	466,987	466,987	466,987	466,987	-	**5,475,752**	5,677,475	201,723
3301	OASDI	16,176	19,499	32,951	32,951	32,951	32,951	32,951	32,951	32,951	32,951	32,951	32,951	-	**365,187**	210,553	(154,634)
3311	Medicare	34,007	34,588	39,293	39,293	39,293	39,293	39,293	39,293	39,293	39,293	39,293	39,293	-	**461,523**	455,634	(5,889)
3401	Health and Welfare	404,477	389,790	387,523	387,523	387,523	387,523	387,523	387,523	387,523	387,523	387,523	387,523	-	**4,669,493**	4,082,971	(586,522)
3501	State Unemployment	667	2,860	6,005	6,005	6,005	6,005	30,024	24,020	12,010	6,005	6,005	6,005	-	**111,615**	108,869	(2,746)
3601	Workers' Compensation	18,845	13,300	37,938	37,938	37,938	37,938	37,938	37,938	37,938	37,938	37,938	37,938	-	**411,523**	439,922	28,399
3901	Other Benefits	82,475	80,986	94,845	94,845	94,845	94,845	94,845	94,845	94,845	94,845	94,845	94,845	-	**1,111,907**	1,099,805	(12,102)
		961,941	941,612	1,065,541	1,065,541	1,065,541	1,065,541	1,089,560	1,083,555	1,071,546	1,065,541	1,065,541	1,065,541	-	**12,607,000**	**12,075,229**	**(531,771)**
Books and Supplies																	
4100	Textbooks and Core Curricula	1,129,129	216,832	182,652	182,652	121,768	115,680	109,591	103,503	97,415	91,326	85,238	79,149	-	**2,514,935**	2,422,029	(92,906)
4200	Books and Other Materials	-	-	611	611	611	-	-	-	-	-	-	-	-	**1,833**	3,057	1,224
4302	School Supplies	-	14,338	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	-	**118,200**	124,726	6,526
4305	Software	1,251,559	220,529	106,240	106,240	70,826	67,285	63,744	60,202	56,661	53,120	49,579	46,037	-	**2,152,022**	1,989,494	(162,528)
4310	Office Expense	-	3,890	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	-	**70,255**	79,696	9,441
4311	Business Meals	515	6,801	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	-	**31,351**	28,863	(2,488)
4400	Noncapitalized Equipment	32,260	75,618	120,904	120,904	80,602	76,572	72,542	68,512	64,482	60,452	56,422	52,392	-	**881,661**	905,003	23,342
		2,413,463	538,008	429,833	429,833	293,234	278,963	265,303	251,644	237,984	224,324	210,664	197,004	-	**5,770,256**	**5,552,868**	**(217,388)**

FY26-27 California Online Public Schools - Orange County

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 4283.52

		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																	
5102	Special Education	380	116,228	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	-	**5,047,147**	6,723,035	1,675,888
5103	Substitute Teacher	-	-	236	236	236	236	236	236	236	236	236	236	-	**2,364**	2,600	236
5105	Security	-	315	169	169	169	169	169	169	169	169	169	169	-	**2,010**	1,865	(145)
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	116,543	508,854	508,854	508,854	508,854	508,854	508,854	508,854	508,854	508,854	508,854	-	**5,205,462**	**6,881,555**	**1,676,093**
Operations and Housekeeping																	
5201	Auto and Travel	6,238	58,766	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	-	**302,251**	261,163	(41,088)
5300	Dues & Memberships	50,755	443	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	13,277	-	**183,971**	159,444	(24,527)
5400	Insurance	16,739	15,218	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	-	**203,651**	206,184	2,533
5501	Utilities	-	252	483	483	483	483	483	483	483	483	483	483	-	**5,085**	5,804	719
5502	Janitorial Services	1,357	1,357	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	-	**13,847**	13,369	(478)
5900	Communications	84,100	74,394	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	-	**533,122**	449,885	(83,237)
5901	Postage and Shipping	1,851	1,172	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	-	**14,570**	11,555	(3,015)
		161,040	151,602	94,385	94,385	94,385	94,385	94,385	94,385	94,385	94,385	94,385	94,385	-	**1,256,496**	**1,107,404**	**(149,092)**
Facilities, Repairs and Other Leases																	
5601	Rent	19,355	19,354	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	-	**258,817**	264,324	5,507
5602	Additional Rent	5,737	2,343	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	-	**117,422**	131,307	13,885
5603	Equipment Leases	984	1,767	811	811	811	811	811	811	811	811	811	811	-	**10,863**	9,742	(1,121)
5604	Other Leases	304,565	-	6,702	6,702	6,702	6,702	6,702	6,702	6,702	26,810	26,810	26,810	-	**431,912**	398,740	(33,172)
5610	Repairs and Maintenance	-	-	371	371	371	371	371	371	371	371	371	371	-	**3,711**	4,456	745
		330,641	23,464	40,830	40,830	40,830	40,830	40,830	40,830	40,830	60,937	60,937	60,937	-	**822,725**	**808,569**	**(14,156)**
Professional/Consulting Services																	
5801	IT	122,011	560,041	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	-	**2,370,814**	2,028,005	(342,809)
5802	Audit & Taxes	-	14,263	-	16,898	16,898	16,898	-	-	-	-	-	-	-	**64,956**	50,730	(14,226)
5803	Legal	6,482	3,950	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	-	**288,804**	334,513	45,709
5804	Professional Development	160,748	21,248	40,533	40,533	40,533	40,533	40,533	40,533	40,533	40,533	40,533	40,533	-	**587,330**	301,996	(285,334)
5805	General Consulting	92,954	11,443	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	-	**360,501**	256,292	(104,209)
5806	Special Activities/Field Trips	7,249	84	-	-	-	97,295	97,295	97,295	-	-	-	-	-	**299,217**	292,099	(7,118)
5807	Bank Charges	134	82	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	-	**12,488**	12,281	(207)
5808	Printing	-	-	10	10	10	10	10	10	10	10	10	10	-	**104**	104	0
5809	Other taxes and fees	1,303	723	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	-	**30,039**	28,034	(2,005)
5810	Payroll Service Fee	-	2,729	194	194	194	194	194	194	194	194	194	194	-	**4,671**	2,332	(2,339)
5811	Back Office Service Fee	118,844	118,764	115,921	115,921	115,921	115,921	115,921	115,921	115,921	115,921	115,921	115,921	-	**1,396,817**	1,328,545	(68,272)
5812	District Oversight Fee	-	-	2,142	-	-	2,142	331,800	-	56,436	54,295	54,295	54,295	56,626	**612,030**	584,234	(27,796)
5814	SPED Encroachment	10,024	-	-	-	-	-	-	-	34,440	34,440	34,440	34,440	24,416	**172,198**	164,870	(7,328)
5815	Public Relations/Recruitment	19,302	64,535	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	-	**839,566**	756,285	(83,281)
		539,051	797,862	460,726	475,481	475,481	574,918	887,678	555,879	549,460	547,318	547,318	547,318	81,042	**7,039,531**	**6,140,320**	**(899,211)**
Depreciation																	
6900	Depreciation Expense	180	180	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**26,121**	30,935	4,814
		180	180	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**26,121**	**30,935**	**4,814**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**6,846,087**	**5,048,841**	**5,276,409**	**5,291,165**	**5,154,567**	**5,239,732**	**5,562,852**	**5,211,388**	**5,179,299**	**5,177,600**	**5,163,940**	**5,150,281**	**81,042**	**64,383,203**	**64,019,893**	**(363,310)**
Monthly Surplus (Deficit)		**(6,846,087)**	**(5,048,841)**	**(5,045,606)**	**(5,263,400)**	**(5,126,802)**	**(4,997,792)**	**27,644,911**	**(5,183,623)**	**1,640,079**	**1,427,602**	**1,441,262**	**1,454,922**	**9,072,684**	**5,169,309**	**2,407,375**	**2,761,934**

FY26-27 California Online Public Schools - Orange County

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: 8/31/2026

ADA = 4283.52

	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
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(6,846,087)	(5,048,841)	(5,045,606)	(5,263,400)	(5,126,802)	(4,997,792)	27,644,911	(5,183,623)	1,640,079	1,427,602	1,441,262	1,454,922	9,072,684	**5,169,309**
Cash flows from operating activities														
Depreciation/Amortization	17,164	180	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**43,105**
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(9,153,726)	**(9,153,726)**
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	4,668,471	3,445,992	5,000,000	15,000,000	-	2,500,000	-	-	-	-	-	(17,500,000)	-	**13,114,463**
Prepaid Expenses	(40,483)	(5,296)	-	-	-	-	-	-	-	-	-	-	-	**(45,779)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	-	325,159	-	-	-	-	-	-	-	-	-	-	81,042	**406,201**
Accrued Expenses	2,233,457	1,250,604	-	-	-	-	-	-	-	-	-	-	-	**3,484,061**
Other Liabilities		736,592	-	-	-	-	-	-	-	-	-	-	-	**736,592**
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	704,390	(43,030)	9,739,176	(5,124,226)	(2,495,215)	27,647,487	(5,181,047)	1,642,655	1,430,178	1,443,838	(16,042,502)		
Cash, Beginning of Month	-	32,522	736,912	693,882	10,433,058	5,308,832	2,813,616	30,461,104	25,280,057	26,922,712	28,352,890	29,796,728		
Cash, End of Month	**32,522**	**736,912**	**693,882**	**10,433,058**	**5,308,832**	**2,813,616**	**30,461,104**	**25,280,057**	**26,922,712**	**28,352,890**	**29,796,728**	**13,754,226**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
65.0%	75.6%
17,393,946	(3,054,094)

Pupil:Teacher Ratio
16.92

CHARTER IMPACT

APPENDIX 02

Budget vs. Actual

Southern California

Budget vs Actual

For the period ended August 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
Federal Revenue							
Other Federal Revenue	4	0	4	4	0	4	0
Total Federal Revenue	4	0	4	4	0	4	0
Other Local Revenue							
Interest Revenue	6,045	0	6,045	6,045	0	6,045	0
Other Local Revenue	42,384	0	42,384	42,384	0	42,384	0
Total Other Local Revenue	48,429	0	48,429	48,429	0	48,429	0
Total Revenue	**48,433**	**0**	**48,433**	**48,433**	**0**	**48,433**	**0**
Expenses							
Professional/Consulting Services							
Special Activities	0	0	0	(7,249)	0	(7,249)	0
Other Taxes and Fees	54	0	54	(1,184)	0	(1,184)	0
Total Professional/Consulting Services	54	0	54	(8,433)	0	(8,433)	0
Facilities, Repairs & Other Leases							
Other Leases	0	0	0	7,250	0	7,250	0
Total Facilities, Repairs & Other Leases	0	0	0	7,250	0	7,250	0
Operations & Housekeeping							
Dues & Memberships	(11,729)	0	(11,729)	(11,729)	0	(11,729)	0
Total Operations & Housekeeping	(11,729)	0	(11,729)	(11,729)	0	(11,729)	0
Total Expenses	**(11,675)**	**0**	**(11,675)**	**(12,912)**	**0**	**(12,912)**	**0**
Change in Net Assets	**60,109**	**0**	**60,109**	**61,346**	**0**	**61,346**	**0**
Net Assets, Beginning of Period	**29,437,794**			**29,436,557**			
Net Assets, End of Period	**$ 29,497,903**			**$ 29,497,903**			

Central Valley

Budget vs Actual

For the period ended August 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	$ 593,842	$ 624,695	$ (30,853)	$ 593,842	$ 624,695	$ (30,853)	$ 12,681,252
Economic Protection Account Funding	0	0	0	0	0	0	3,073,579
State Aid - Prior Year	4,834	0	4,834	4,834	0	4,834	0
In Lieu of Property Taxes	0	53,357	(53,357)	0	53,357	(53,357)	902,616
Total State Aid - Revenue Limit	598,676	678,052	(79,376)	598,676	678,052	(79,376)	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	70,282	0	140,564	70,282	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	4,518	3,461	1,058	4,518	3,461	1,058	899,066
Total Other State Revenue	74,800	73,743	1,058	145,082	73,743	71,340	2,656,828
Other Local Revenue							
Interest Revenue	71	1,174	(1,104)	110	2,348	(2,239)	14,089
Other Local Revenue	9,859	0	9,859	9,859	0	9,859	0
Total Other Local Revenue	9,930	1,174	8,755	9,969	2,348	7,620	14,089
Total Revenue	**683,406**	**752,969**	**(69,563)**	**753,727**	**754,143**	**(416)**	**19,705,529**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	499,098	495,472	3,626	1,019,317	990,943	28,373	6,078,848
Certificated Teachers' Substitute Hours	33	0	33	33	0	34	0
Certificated Teachers' Extra Duties/Stipends	9,959	21,046	(11,087)	17,178	42,093	(24,915)	252,554
Certificated Pupil Support Salaries	95,195	60,168	35,027	173,199	120,336	52,863	738,882
Certificated Supervisors' and Administrators' Salaries	53,329	42,521	10,808	106,657	85,041	21,616	522,295
Other Certificated Salaries	1,115	0	1,116	1,115	0	1,115	0
Total Certificated Salaries	658,729	619,207	39,523	1,317,499	1,238,413	79,086	7,592,579
Classified Salaries							
Classified Support Salaries	13,704	2,734	10,969	15,750	5,468	10,282	33,575
Classified Supervisors' and Administrators' Salaries	15,205	19,029	(3,824)	30,032	38,060	(8,027)	233,689
Clerical, Technical, and Office Staff Salaries	19,442	15,052	4,390	39,151	30,104	9,046	184,842
Total Classified Salaries	48,351	36,815	11,535	84,933	73,632	11,301	452,106
Benefits							
State Teachers' Retirement System, certificated positions	114,189	118,269	(4,080)	229,718	236,536	(6,819)	1,450,182
OASDI/Medicare/Alternative, certificated positions	5,558	4,565	993	10,169	9,131	1,039	56,061
Medicare certificated positions	9,860	9,512	347	19,553	19,024	529	116,648
Health and Welfare Benefits, certificated positions	112,794	100,274	12,521	229,671	200,547	29,124	1,203,281
State Unemployment Insurance, certificated positions	816	5,364	(4,547)	1,009	10,728	(9,720)	107,281
Workers' Compensation Insurance, certificated positions	3,791	9,184	(5,393)	9,163	18,369	(9,205)	112,626
Other Benefits, certificated positions	23,086	22,961	124	46,595	45,921	673	281,564
Total Benefits	270,094	270,129	(35)	545,878	540,256	5,621	3,327,643
Books & Supplies							
Textbooks and Core Curricula Materials	61,808	157,195	(95,387)	383,202	157,196	226,007	628,782
Books and Other Reference Materials	0	159	(159)	0	318	(317)	794
School Supplies	4,156	2,698	1,457	4,156	5,396	(1,241)	32,380
Software	62,862	43,042	19,822	368,749	86,082	282,667	516,492
Office Expense	1,099	1,724	(626)	1,099	3,449	(2,350)	20,690
Business Meals	1,539	624	915	1,540	1,248	291	7,493
Noncapitalized Equipment	21,313	46,990	(25,677)	30,507	46,990	(16,482)	234,948
Total Books & Supplies	152,777	252,432	(99,655)	789,253	300,679	488,575	1,441,579
Subagreement Services							
Special Education	26,896	158,669	(131,773)	26,897	158,670	(131,772)	1,745,366
Security	18	44	(26)	18	44	(27)	484
Other Educational Consultants	0	0	0	0	0	0	39,995
Total Subagreement Services	26,914	158,713	(131,799)	26,915	158,714	(131,799)	1,785,845

Central Valley

Budget vs Actual

For the period ended August 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	158,763	43,874	114,889	192,665	87,748	104,917	526,490
Audit and Tax	4,066	0	4,065	4,065	0	4,065	13,170
Legal	56	13,728	(13,671)	119	27,454	(27,335)	164,725
Professional Development	5,605	0	5,606	51,427	0	51,427	78,401
General Consulting	3,262	0	3,262	21,299	0	21,298	66,536
Special Activities	24	0	24	24	0	24	75,832
Bank Charges	61	0	60	121	0	122	3,188
Printing	0	0	0	0	0	0	27
Other Taxes and Fees	172	0	172	172	0	172	7,278
Payroll Service Fee	778	50	728	778	101	677	605
Back Office Service Fee	29,770	32,843	(3,073)	59,540	65,685	(6,145)	394,111
District Oversight Fee	0	6,780	(6,780)	0	6,781	(6,781)	166,574
SELPA Fees	2,318	2,109	209	4,636	2,108	2,528	45,864
Public Relations	18,001	0	18,001	23,503	0	23,503	196,339
Total Professional/Consulting Services	222,876	99,384	123,492	358,349	189,877	168,472	1,739,140
Facilities, Repairs & Other Leases							
Rent	5,517	5,718	(201)	11,034	11,437	(403)	68,621
Additional Rent	681	2,841	(2,160)	1,123	5,682	(4,559)	34,089
Equipment Leases	0	210	(211)	0	421	(421)	2,529
Other Leases	0	8,627	(8,626)	73,076	17,253	55,823	103,517
Repairs and Maintenance	0	96	(97)	0	193	(193)	1,157
Total Facilities, Repairs & Other Leases	6,198	17,492	(11,295)	85,233	34,986	50,247	209,913
Operations & Housekeeping							
Auto and Travel Expense	8,968	6,164	2,806	9,914	6,163	3,751	67,800
Dues & Memberships	114	3,449	(3,336)	12,644	6,899	5,745	41,393
Insurance	4,338	4,461	(123)	8,500	8,922	(421)	53,528
Utilities	0	126	(125)	0	251	(251)	1,507
Janitorial/Trash Removal	0	289	(290)	0	578	(579)	3,470
Miscellaneous Expense	0	0	0	0	0	0	95
Communications	20,683	9,733	10,950	44,292	19,466	24,827	116,794
Postage and Shipping	0	0	0	0	0	0	3,000
Total Operations & Housekeeping	34,103	24,222	9,882	75,350	42,279	33,072	287,587
Depreciation							
Depreciation Expense	0	669	(669)	0	1,338	(1,339)	8,031
Total Depreciation	0	669	(669)	0	1,338	(1,339)	8,031
Total Expenses	**1,420,042**	**1,479,063**	**(59,021)**	**3,283,410**	**2,580,174**	**703,236**	**16,844,423**
Change in Net Assets	**(736,636)**	**(726,094)**	**(10,542)**	**(2,529,684)**	**(1,826,032)**	**(703,652)**	**2,861,106**
Net Assets, Beginning of Period	**5,151,551**			**6,944,598**			
Net Assets, End of Period	**$ 4,414,915**			**$ 4,414,915**			

Northern California

Budget vs Actual

For the period ended August 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	$ 743,401	$ 1,012,752	$ (269,351)	$ 743,401	$ 1,012,752	$ (269,351)	$ 15,837,836
Economic Protection Account Funding	0	0	0	0	0	0	5,148,737
In Lieu of Property Taxes	0	207,109	(207,109)	0	207,109	(207,109)	3,515,284
Total State Aid - Revenue Limit	743,401	1,219,861	(476,460)	743,401	1,219,861	(476,460)	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	118,112	396	237,014	118,112	118,903	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	7,618	5,834	1,783	7,618	5,834	1,783	795,254
Total Other State Revenue	126,125	123,946	2,179	244,632	123,946	120,686	3,759,679
Other Local Revenue							
Interest Revenue	0	2,338	(2,338)	0	4,677	(4,677)	28,059
Other Local Revenue	16,612	0	16,612	16,612	0	16,613	0
Total Other Local Revenue	16,612	2,338	14,274	16,612	4,677	11,936	28,059
Total Revenue	**886,138**	**1,346,145**	**(460,007)**	**1,004,645**	**1,348,484**	**(343,838)**	**28,876,604**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	738,167	835,442	(97,275)	1,507,572	1,670,884	(163,313)	10,249,881
Certificated Teachers' Substitute Hours	49	0	49	49	0	49	0
Certificated Teachers' Extra Duties/Stipends	14,726	35,487	(20,762)	25,399	70,974	(45,575)	425,846
Certificated Pupil Support Salaries	140,793	101,453	39,341	256,161	202,906	53,255	1,217,436
Certificated Supervisors' and Administrators' Salaries	78,873	71,697	7,177	157,746	143,393	14,354	880,672
Other Certificated Salaries	1,675	0	1,675	1,674	0	1,674	0
Total Certificated Salaries	974,283	1,044,079	(69,796)	1,948,601	2,088,157	(139,556)	12,773,835
Classified Salaries							
Classified Support Salaries	20,267	4,610	15,658	23,295	9,220	14,075	56,611
Classified Supervisors' and Administrators' Salaries	22,488	32,087	(9,599)	44,417	64,174	(19,758)	394,037
Clerical, Technical, and Office Staff Salaries	28,756	25,379	3,376	57,903	50,760	7,144	311,671
Total Classified Salaries	71,511	62,076	9,435	125,615	124,154	1,461	762,319
Benefits							
State Teachers' Retirement System, certificated positions	168,885	199,863	(30,978)	339,753	399,726	(59,973)	2,445,233
OASDI/Medicare/Alternative, certificated positions	8,220	7,698	522	15,040	15,395	(355)	94,528
Medicare certificated positions	14,583	16,073	(1,490)	28,919	32,145	(3,226)	196,686
Health and Welfare Benefits, certificated positions	166,813	168,739	(1,926)	339,772	337,479	2,293	2,024,869
State Unemployment Insurance, certificated positions	1,208	5,374	(4,167)	1,491	10,748	(9,257)	107,486
Workers' Compensation Insurance, certificated positions	5,607	15,519	(9,911)	13,552	31,038	(17,486)	189,905
Other Benefits, certificated positions	34,143	38,797	(4,654)	68,914	77,593	(8,679)	474,760
Total Benefits	399,459	452,063	(52,604)	807,441	904,124	(96,683)	5,533,467
Books & Supplies							
Textbooks and Core Curricula Materials	91,414	265,056	(173,642)	567,181	265,056	302,125	1,060,225
Books and Other Reference Materials	0	268	(267)	0	536	(535)	1,339
School Supplies	5,747	4,549	1,197	5,747	9,099	(3,353)	54,598
Software	92,973	72,574	20,399	584,039	145,148	438,891	870,886
Office Expense	1,733	2,907	(1,174)	1,818	5,814	(3,996)	34,886
Business Meals	3,034	1,053	1,981	3,074	2,106	968	12,634
Noncapitalized Equipment	31,108	79,232	(48,124)	44,708	79,232	(34,524)	396,159
Total Books & Supplies	226,009	425,639	(199,630)	1,206,567	506,991	699,576	2,430,727
Subagreement Services							
Special Education	113,397	267,542	(154,144)	113,384	267,542	(154,157)	2,942,958
Security	147	74	72	147	74	72	816
Other Educational Consultants	0	0	0	0	0	0	67,437
Total Subagreement Services	113,544	267,616	(154,072)	113,531	267,616	(154,085)	3,011,211
Professional/Consulting Services							

Northern California

Budget vs Actual

For the period ended August 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
IT	234,810	73,978	160,831	284,950	147,957	136,993	887,744
Audit and Tax	6,013	0	6,013	6,013	0	6,013	22,206
Legal	2,049	23,147	(21,096)	2,408	46,292	(43,884)	277,753
Professional Development	8,290	0	8,290	76,060	0	76,060	132,197
General Consulting	4,825	0	4,824	40,628	0	40,628	112,190
Special Activities	(162)	0	(161)	18	0	18	127,864
Bank Charges	108	0	107	209	0	208	5,376
Printing	0	0	0	0	0	0	45
Other Taxes and Fees	254	0	254	254	0	254	12,272
Payroll Service Fee	1,151	85	1,066	1,150	170	981	1,020
Back Office Service Fee	44,538	48,127	(3,590)	89,076	96,256	(7,179)	577,532
District Oversight Fee	0	12,199	(12,198)	0	12,198	(12,199)	245,019
SELPA Fees	3,928	3,543	384	7,856	3,544	4,313	78,500
Public Relations	28,250	0	28,250	36,388	0	36,387	331,058
Total Professional/Consulting Services	334,054	161,079	172,974	545,010	306,417	238,593	2,810,776
Facilities, Repairs & Other Leases							
Rent	8,159	9,642	(1,482)	16,319	19,284	(2,965)	115,706
Additional Rent	836	4,790	(3,954)	1,489	9,580	(8,091)	57,478
Equipment Leases	0	356	(356)	0	711	(710)	4,265
Other Leases	0	14,545	(14,545)	121,262	29,090	92,170	174,545
Repairs and Maintenance	0	163	(163)	0	326	(325)	1,951
Total Facilities, Repairs & Other Leases	8,995	29,496	(20,500)	139,070	58,991	80,079	353,945
Operations & Housekeeping							
Auto and Travel Expense	26,564	10,393	16,172	32,272	10,392	21,880	114,322
Dues & Memberships	168	5,816	(5,649)	18,701	11,633	7,068	69,796
Insurance	6,416	7,521	(1,105)	13,229	15,043	(1,814)	90,255
Utilities	428	212	216	734	423	311	2,541
Janitorial/Trash Removal	533	488	46	820	975	(155)	5,852
Miscellaneous Expense	0	0	0	0	0	0	159
Communications	31,890	16,411	15,478	67,018	32,823	34,196	196,933
Postage and Shipping	71	0	72	72	0	71	5,059
Total Operations & Housekeeping	66,070	40,841	25,230	132,846	71,289	61,557	484,917
Depreciation							
Depreciation Expense	0	1,128	(1,129)	0	2,257	(2,257)	13,541
Total Depreciation	0	1,128	(1,129)	0	2,257	(2,257)	13,541
Total Expenses	**2,193,925**	**2,484,017**	**(290,092)**	**5,018,681**	**4,329,996**	**688,685**	**28,174,738**
Change in Net Assets	**(1,307,787)**	**(1,137,872)**	**(169,915)**	**(4,014,036)**	**(2,981,512)**	**(1,032,524)**	**701,866**
Net Assets, Beginning of Period	**2,426,551**			**5,132,799**			
Net Assets, End of Period	**$ 1,118,764**			**$ 1,118,764**			

North Bay

Budget vs Actual

For the period ended August 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	$ 90,389	$ 90,952	$ (563)	$ 90,389	$ 90,952	$ (563)	$ 1,858,257
Economic Protection Account Funding	0	0	0	0	0	0	40,704
In Lieu of Property Taxes	0	58,700	(58,700)	0	58,700	(58,700)	999,424
Total State Aid - Revenue Limit	90,389	149,652	(59,263)	90,389	149,652	(59,263)	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
Federal - Prior Year Adjustments	1	0	1	1	0	1	0
Total Federal Revenue	1	0	1	1	0	1	75,317
Other State Revenue							
State Special Education - AB602	13,434	13,348	86	26,868	13,348	13,520	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	3,393	661	2,732	3,393	661	2,732	103,656
Total Other State Revenue	16,827	14,009	2,818	30,261	14,009	16,252	440,235
Other Local Revenue							
Interest Revenue	1,842	266	1,577	1,851	531	1,320	3,187
Other Local Revenue	1,863	0	1,863	1,863	0	1,863	0
Total Other Local Revenue	3,705	266	3,440	3,714	531	3,183	3,187
Total Revenue	**110,922**	**163,927**	**(53,004)**	**124,365**	**164,192**	**(39,827)**	**3,417,124**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	85,552	94,707	(9,155)	174,724	189,415	(14,690)	1,161,946
Certificated Teachers' Substitute Hours	6	0	5	6	0	5	0
Certificated Teachers' Extra Duties/Stipends	1,708	4,023	(2,314)	2,948	8,045	(5,097)	48,275
Certificated Pupil Support Salaries	16,318	11,501	4,817	29,688	23,002	6,686	141,234
Certificated Supervisors' and Administrators' Salaries	9,141	8,128	1,014	18,283	16,255	2,027	99,834
Other Certificated Salaries	192	0	191	191	0	192	0
Total Certificated Salaries	112,917	118,359	(5,442)	225,840	236,717	(10,877)	1,451,289
Classified Salaries							
Classified Support Salaries	2,349	522	1,826	2,700	1,046	1,654	6,418
Classified Supervisors' and Administrators' Salaries	2,606	3,638	(1,031)	5,148	7,275	(2,127)	44,669
Clerical, Technical, and Office Staff Salaries	3,333	2,877	456	6,711	5,754	957	35,331
Total Classified Salaries	8,288	7,037	1,251	14,559	14,075	484	86,418
Benefits							
State Teachers' Retirement System, certificated positions	19,573	22,606	(3,033)	39,377	45,213	(5,836)	277,197
OASDI/Medicare/Alternative, certificated positions	953	873	80	1,743	1,745	(2)	10,716
Medicare certificated positions	1,690	1,818	(128)	3,352	3,636	(284)	22,296
Health and Welfare Benefits, certificated positions	19,334	19,129	205	39,376	38,258	1,118	229,543
State Unemployment Insurance, certificated positions	140	2,230	(2,090)	173	4,460	(4,287)	44,602
Workers' Compensation Insurance, certificated positions	650	1,755	(1,106)	1,570	3,511	(1,941)	21,527
Other Benefits, certificated positions	3,957	4,389	(431)	7,987	8,778	(790)	53,820
Total Benefits	46,297	52,800	(6,503)	93,578	105,601	(12,022)	659,701
Books & Supplies							
Textbooks and Core Curricula Materials	10,595	30,048	(19,453)	65,721	30,047	35,673	120,189
Books and Other Reference Materials	0	30	(30)	0	61	(60)	152
School Supplies	624	516	108	625	1,031	(408)	6,190
Software	10,775	8,227	2,548	65,303	16,454	48,850	98,725
Office Expense	179	329	(151)	179	659	(481)	3,955
Business Meals	508	120	389	508	239	270	1,432
Noncapitalized Equipment	3,605	8,982	(5,376)	5,182	8,982	(3,800)	44,909
Total Books & Supplies	26,286	48,252	(21,965)	137,518	57,473	80,044	275,552
Subagreement Services							
Special Education	8,493	30,329	(21,837)	8,492	30,329	(21,837)	333,620
Security	3	8	(5)	3	8	(5)	92
Other Educational Consultants	0	0	0	0	0	0	7,645
Total Subagreement Services	8,496	30,337	(21,842)	8,495	30,337	(21,842)	341,357

North Bay

Budget vs Actual

For the period ended August 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	27,213	8,386	18,827	33,025	16,773	16,251	100,636
Audit and Tax	697	0	697	697	0	697	2,518
Legal	10	2,624	(2,614)	20	5,248	(5,227)	31,486
Professional Development	961	0	960	8,815	0	8,815	14,986
General Consulting	559	0	559	3,998	0	3,998	12,718
Special Activities	4	0	5	5	0	5	14,495
Bank Charges	0	0	0	0	0	0	610
Printing	0	0	0	0	0	0	5
Other Taxes and Fees	29	0	29	29	0	29	1,391
Payroll Service Fee	134	10	124	133	19	114	116
Back Office Service Fee	5,702	6,250	(548)	11,404	12,500	(1,096)	75,000
District Oversight Fee	0	1,496	(1,497)	0	1,497	(1,496)	28,983
SELPA Fees	447	401	47	894	400	493	8,888
Public Relations	3,085	0	3,085	4,029	0	4,029	37,529
Total Professional/Consulting Services	38,841	19,167	19,674	63,049	36,437	26,612	329,361
Facilities, Repairs & Other Leases							
Rent	946	1,093	(147)	1,891	2,186	(295)	13,117
Additional Rent	97	543	(446)	173	1,086	(913)	6,516
Equipment Leases	0	40	(41)	0	81	(81)	483
Other Leases	0	1,649	(1,648)	13,864	3,298	10,567	19,787
Repairs and Maintenance	0	19	(19)	0	37	(37)	221
Total Facilities, Repairs & Other Leases	1,043	3,344	(2,301)	15,928	6,688	9,241	40,124
Operations & Housekeeping							
Auto and Travel Expense	3,677	1,178	2,499	3,840	1,178	2,661	12,960
Dues & Memberships	20	659	(639)	2,167	1,318	849	7,912
Insurance	743	853	(109)	1,482	1,706	(223)	10,232
Utilities	0	24	(24)	0	48	(48)	288
Janitorial/Trash Removal	0	55	(56)	0	110	(111)	663
Miscellaneous Expense	0	0	0	0	0	0	18
Communications	3,545	1,860	1,685	7,592	3,721	3,871	22,325
Postage and Shipping	0	0	0	0	0	0	573
Total Operations & Housekeeping	7,985	4,629	3,356	15,081	8,081	6,999	54,971
Depreciation							
Depreciation Expense	0	128	(128)	0	256	(256)	1,535
Total Depreciation	0	128	(128)	0	256	(256)	1,535
Total Expenses	**250,153**	**284,053**	**(33,900)**	**574,048**	**495,665**	**78,383**	**3,240,308**
Change in Net Assets	**(139,231)**	**(120,127)**	**(19,105)**	**(449,683)**	**(331,473)**	**(118,210)**	**176,816**
Net Assets, Beginning of Period	**1,016,742**			**1,327,194**			
Net Assets, End of Period	**$ 877,511**			**$ 877,511**			

Monterey Bay

Budget vs Actual

For the period ended August 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	$ 168,517	$ 176,252	$ (7,735)	$ 168,517	$ 176,252	$ (7,735)	$ 3,609,951
Economic Protection Account Funding	0	0	0	0	0	0	112,603
In Lieu of Property Taxes	0	230,864	(230,864)	0	230,864	(230,864)	3,940,464
Total State Aid - Revenue Limit	168,517	407,116	(238,599)	168,517	407,116	(238,599)	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	36,835	330	74,330	36,835	37,495	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	2,389	1,830	559	2,389	1,830	559	194,380
Total Other State Revenue	39,554	38,665	889	76,719	38,665	38,054	1,124,654
Other Local Revenue							
Interest Revenue	5,738	1,272	4,466	5,738	2,543	3,194	15,261
Other Local Revenue	5,201	0	5,201	5,201	0	5,201	0
Total Other Local Revenue	10,939	1,272	9,667	10,939	2,543	8,395	15,261
Total Revenue	**219,010**	**447,053**	**(228,043)**	**256,175**	**448,324**	**(192,150)**	**8,960,969**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	227,573	262,003	(34,430)	464,777	524,005	(59,229)	3,214,460
Certificated Teachers' Substitute Hours	15	0	16	15	0	16	0
Certificated Teachers' Extra Duties/Stipends	4,540	11,129	(6,590)	7,830	22,258	(14,429)	133,550
Certificated Pupil Support Salaries	43,406	31,816	11,589	78,973	63,634	15,340	390,716
Certificated Supervisors' and Administrators' Salaries	24,316	22,485	1,832	48,631	44,969	3,662	276,187
Other Certificated Salaries	508	0	508	509	0	509	0
Total Certificated Salaries	300,358	327,433	(27,075)	600,735	654,866	(54,131)	4,014,913
Classified Salaries							
Classified Support Salaries	6,249	1,446	4,803	7,181	2,891	4,290	17,754
Classified Supervisors' and Administrators' Salaries	6,933	10,063	(3,130)	13,694	20,126	(6,432)	123,574
Clerical, Technical, and Office Staff Salaries	8,865	7,959	906	17,851	15,919	1,932	97,743
Total Classified Salaries	22,047	19,468	2,579	38,726	38,936	(210)	239,071
Benefits							
State Teachers' Retirement System, certificated positions	52,066	62,540	(10,473)	104,745	125,079	(20,334)	766,848
OASDI/Medicare/Alternative, certificated positions	2,535	2,414	120	4,636	4,828	(192)	29,645
Medicare certificated positions	4,495	5,030	(534)	8,916	10,060	(1,144)	61,683
Health and Welfare Benefits, certificated positions	51,429	52,918	(1,490)	104,755	105,837	(1,082)	635,018
State Unemployment Insurance, certificated positions	372	5,293	(4,921)	460	10,587	(10,127)	105,871
Workers' Compensation Insurance, certificated positions	1,729	4,857	(3,128)	4,178	9,713	(5,535)	59,555
Other Benefits, certificated positions	10,526	12,142	(1,616)	21,246	24,283	(3,037)	148,890
Total Benefits	123,152	145,194	(22,042)	248,936	290,387	(41,451)	1,807,510
Books & Supplies							
Textbooks and Core Curricula Materials	28,182	83,124	(54,942)	174,874	83,124	91,749	332,497
Books and Other Reference Materials	0	84	(83)	0	168	(167)	419
School Supplies	1,661	1,427	234	1,661	2,854	(1,193)	17,123
Software	28,663	22,759	5,903	179,552	45,520	134,032	273,118
Office Expense	475	912	(437)	475	1,823	(1,348)	10,941
Business Meals	579	330	249	579	660	(82)	3,962
Noncapitalized Equipment	9,590	24,848	(15,258)	13,783	24,848	(11,064)	124,239
Total Books & Supplies	69,150	133,484	(64,334)	370,924	158,997	211,927	762,299
Subagreement Services							
Special Education	22,824	83,904	(61,080)	22,823	83,904	(61,081)	922,940

Monterey Bay

Budget vs Actual

For the period ended August 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Security	8	23	(15)	8	23	(15)	256
Other Educational Consultants	0	0	0	0	0	0	21,149
Total Subagreement Services	22,832	83,927	(61,095)	22,831	83,927	(61,096)	944,345
Professional/Consulting Services							
IT	72,390	23,200	49,189	87,848	46,401	41,447	278,404
Audit and Tax	1,853	0	1,854	1,854	0	1,854	6,965
Legal	26	7,259	(7,233)	54	14,518	(14,464)	87,106
Professional Development	2,556	0	2,556	23,449	0	23,449	41,458
General Consulting	1,487	0	1,487	12,117	0	12,117	35,184
Special Activities	11	0	11	11	0	11	40,099
Bank Charges	0	0	0	0	0	0	1,686
Printing	0	0	0	0	0	0	14
Other Taxes and Fees	78	0	78	78	0	79	3,849
Payroll Service Fee	355	27	328	355	53	301	320
Back Office Service Fee	13,866	14,935	(1,069)	27,732	29,870	(2,138)	179,219
District Oversight Fee	0	4,071	(4,071)	0	4,071	(4,071)	76,630
SELPA Fees	1,231	1,105	126	2,462	1,105	1,357	24,482
Public Relations	8,208	0	8,208	10,717	0	10,717	103,823
Total Professional/Consulting Services	102,061	50,597	51,464	166,677	96,018	70,659	879,239
Facilities, Repairs & Other Leases							
Rent	2,515	3,024	(508)	5,031	6,048	(1,017)	36,286
Additional Rent	258	1,502	(1,245)	459	3,004	(2,545)	18,026
Equipment Leases	0	112	(111)	0	223	(223)	1,338
Other Leases	0	4,561	(4,562)	37,780	9,123	28,657	54,739
Repairs and Maintenance	0	51	(51)	0	102	(102)	612
Total Facilities, Repairs & Other Leases	2,773	9,250	(6,477)	43,270	18,500	24,770	111,001
Operations & Housekeeping							
Auto and Travel Expense	1,530	3,259	(1,729)	1,983	3,259	(1,276)	35,852
Dues & Memberships	52	1,824	(1,772)	5,766	3,649	2,117	21,889
Insurance	1,978	2,359	(381)	4,049	4,717	(668)	28,305
Utilities	0	67	(66)	0	133	(133)	796
Janitorial/Trash Removal	0	153	(153)	0	306	(306)	1,836
Miscellaneous Expense	0	0	0	0	0	0	49
Communications	9,431	5,146	4,284	20,193	10,293	9,900	61,761
Postage and Shipping	0	0	0	0	0	0	1,586
Total Operations & Housekeeping	12,991	12,808	183	31,991	22,357	9,634	152,074
Depreciation							
Depreciation Expense	0	354	(354)	0	708	(708)	4,247
Total Depreciation	0	354	(354)	0	708	(708)	4,247
Total Expenses	**655,364**	**782,515**	**(127,151)**	**1,524,090**	**1,364,696**	**159,394**	**8,914,699**
Change in Net Assets	**(436,354)**	**(335,463)**	**(100,892)**	**(1,267,916)**	**(916,372)**	**(351,544)**	**46,271**
Net Assets, Beginning of Period	**(229,204)**			**602,358**			
Net Assets, End of Period	**$ (665,558)**			**$ (665,558)**			

Central Coast

Budget vs Actual

For the period ended August 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	$ 64,198	$ 6,251	$ 140,898	$ 64,198	$ 76,700	$ 1,313,269
Economic Protection Account Funding	0	0	0	0	0	0	37,380
In Lieu of Property Taxes	0	77,642	(77,642)	92,446	77,642	14,804	1,323,581
Total State Aid - Revenue Limit	70,449	141,840	(71,391)	233,344	141,840	91,504	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	12,242	95	24,674	12,242	12,432	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	608	185	1,586	608	978	12,531
Total Other State Revenue	13,130	12,850	280	26,260	12,850	13,410	321,761
Other Local Revenue							
Interest Revenue	0	2,688	(2,688)	0	5,376	(5,376)	32,257
Other Local Revenue	1,708	0	1,708	1,708	0	1,708	0
Total Other Local Revenue	1,708	2,688	(980)	1,708	5,376	(3,668)	32,257
Total Revenue	**85,287**	**157,378**	**(72,091)**	**261,312**	**160,066**	**101,246**	**3,078,273**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	80,140	86,975	(6,836)	163,670	173,950	(10,280)	1,067,083
Certificated Teachers' Substitute Hours	5	0	6	6	0	5	0
Certificated Teachers' Extra Duties/Stipends	1,594	3,695	(2,100)	2,749	7,389	(4,640)	44,333
Certificated Pupil Support Salaries	15,286	10,562	4,723	27,810	21,124	6,687	129,704
Certificated Supervisors' and Administrators' Salaries	8,562	7,464	1,099	17,125	14,928	2,197	91,684
Other Certificated Salaries	179	0	179	180	0	179	0
Total Certificated Salaries	105,766	108,696	(2,929)	211,540	217,391	(5,852)	1,332,804
Classified Salaries							
Classified Support Salaries	2,201	480	1,720	2,528	960	1,569	5,893
Classified Supervisors' and Administrators' Salaries	2,441	3,340	(899)	4,823	6,681	(1,859)	41,022
Clerical, Technical, and Office Staff Salaries	3,122	2,642	480	6,286	5,285	1,002	32,447
Total Classified Salaries	7,764	6,462	1,301	13,637	12,926	712	79,362
Benefits							
State Teachers' Retirement System, certificated positions	18,334	20,761	(2,427)	36,883	41,521	(4,638)	254,566
OASDI/Medicare/Alternative, certificated positions	892	802	91	1,633	1,603	30	9,841
Medicare certificated positions	1,584	1,669	(87)	3,140	3,340	(200)	20,476
Health and Welfare Benefits, certificated positions	18,109	17,567	543	36,882	35,134	1,749	210,803
State Unemployment Insurance, certificated positions	131	2,053	(1,921)	162	4,104	(3,943)	41,046
Workers' Compensation Insurance, certificated positions	609	1,612	(1,004)	1,471	3,225	(1,753)	19,770
Other Benefits, certificated positions	3,706	4,030	(324)	7,482	8,061	(580)	49,426
Total Benefits	43,365	48,494	(5,129)	87,653	96,988	(9,335)	605,928
Books & Supplies							
Textbooks and Core Curricula Materials	9,925	27,595	(17,670)	61,556	27,594	33,963	110,377
Books and Other Reference Materials	0	27	(27)	0	56	(56)	139
School Supplies	585	474	111	585	947	(363)	5,684
Software	10,094	7,555	2,538	59,198	15,111	44,087	90,665
Office Expense	167	303	(135)	168	605	(438)	3,632
Business Meals	304	110	195	304	219	86	1,315
Noncapitalized Equipment	3,378	8,248	(4,872)	4,854	8,249	(3,395)	41,243
Total Books & Supplies	24,453	44,312	(19,860)	126,665	52,781	73,884	253,055
Subagreement Services							
Special Education	8,701	27,853	(19,151)	8,701	27,853	(19,152)	306,382
Security	3	8	(5)	3	8	(5)	85

Central Coast

Budget vs Actual

For the period ended August 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Other Educational Consultants	0	0	0	0	0	0	7,021
Total Subagreement Services	8,704	27,861	(19,156)	8,704	27,861	(19,157)	313,488
Professional/Consulting Services							
IT	25,492	7,702	17,790	30,936	15,403	15,533	92,420
Audit and Tax	653	0	653	653	0	653	2,312
Legal	9	2,409	(2,400)	19	4,819	(4,801)	28,916
Professional Development	900	0	900	8,257	0	8,258	13,762
General Consulting	524	0	523	3,151	0	3,150	11,680
Special Activities	(247)	0	(246)	(247)	0	(246)	13,312
Bank Charges	0	0	0	0	0	0	559
Printing	0	0	0	0	0	0	5
Other Taxes and Fees	28	0	28	28	0	28	1,278
Payroll Service Fee	125	9	116	125	18	107	106
Back Office Service Fee	4,723	6,250	(1,527)	9,446	12,500	(3,054)	75,000
District Oversight Fee	0	1,419	(1,419)	0	1,418	(1,418)	26,742
SELPA Fees	408	367	41	816	368	448	7,955
Public Relations	2,890	0	2,891	3,774	0	3,774	34,465
Total Professional/Consulting Services	35,505	18,156	17,350	56,958	34,526	22,432	308,512
Facilities, Repairs & Other Leases							
Rent	886	1,004	(118)	1,771	2,007	(236)	12,046
Additional Rent	91	498	(408)	162	998	(835)	5,984
Equipment Leases	0	37	(37)	0	74	(74)	444
Other Leases	0	1,515	(1,515)	12,598	3,028	9,569	18,171
Repairs and Maintenance	0	17	(17)	0	34	(34)	203
Total Facilities, Repairs & Other Leases	977	3,071	(2,095)	14,531	6,141	8,390	36,848
Operations & Housekeeping							
Auto and Travel Expense	743	1,081	(338)	892	1,082	(190)	11,902
Dues & Memberships	19	606	(587)	2,030	1,211	819	7,266
Insurance	696	783	(87)	1,346	1,566	(220)	9,396
Utilities	0	22	(22)	0	44	(45)	265
Janitorial/Trash Removal	0	51	(51)	0	102	(101)	609
Miscellaneous Expense	0	0	0	0	0	0	16
Communications	3,321	1,708	1,613	7,112	3,417	3,695	20,503
Postage and Shipping	0	0	0	0	0	0	526
Total Operations & Housekeeping	4,779	4,251	528	11,380	7,422	3,958	50,483
Depreciation							
Depreciation Expense	0	118	(118)	0	235	(235)	1,410
Total Depreciation	0	118	(118)	0	235	(235)	1,410
Total Expenses	**231,313**	**261,421**	**(30,108)**	**531,068**	**456,271**	**74,797**	**2,981,890**
Change in Net Assets	**(146,026)**	**(104,043)**	**(41,983)**	**(269,756)**	**(296,205)**	**26,449**	**96,383**
Net Assets, Beginning of Period	**676,882**			**800,612**			
Net Assets, End of Period	**$ 530,856**			**$ 530,856**			

Southern California OC

Budget vs Actual

For the period ended August 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	13,329	(13,329)	0	13,329	(13,329)	266,581
Total Other State Revenue	0	13,329	(13,329)	0	13,329	(13,329)	6,877,796
Other Local Revenue							
Interest Revenue	0	2,706	(2,706)	0	5,412	(5,412)	32,472
Total Other Local Revenue	0	2,706	(2,706)	0	5,412	(5,412)	32,472
Total Revenue	**0**	**16,035**	**(16,035)**	**0**	**18,741**	**(18,741)**	**66,427,268**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	1,750,914	1,908,524	(157,610)	3,575,923	3,817,048	(241,125)	23,415,322
Certificated Teachers' Substitute Hours	116	0	116	117	0	117	0
Certificated Teachers' Extra Duties/Stipends	33,930	81,068	(47,138)	59,247	162,137	(102,890)	972,821
Certificated Pupil Support Salaries	333,960	243,026	90,934	607,608	486,052	121,556	2,981,265
Certificated Supervisors' and Administrators' Salaries	187,084	192,432	(5,348)	374,168	384,864	(10,695)	2,355,593
Other Certificated Salaries	3,913	0	3,913	3,913	0	3,913	0
Total Certificated Salaries	2,309,917	2,425,050	(115,133)	4,620,976	4,850,101	(229,124)	29,725,001
Classified Salaries							
Classified Support Salaries	48,104	10,414	37,690	55,284	20,826	34,457	127,911
Classified Supervisors' and Administrators' Salaries	53,341	75,499	(22,157)	105,356	150,998	(45,643)	926,532
Clerical, Technical, and Office Staff Salaries	68,208	52,276	15,930	137,345	104,553	32,792	643,568
Total Classified Salaries	169,653	138,189	31,463	297,985	276,377	21,606	1,698,011
Benefits							
State Teachers' Retirement System, certificated positions	400,589	463,185	(62,594)	805,884	926,370	(120,485)	5,677,475
OASDI/Medicare/Alternative, certificated positions	19,499	17,135	2,363	35,674	34,271	1,403	210,553
Medicare certificated positions	34,588	37,167	(2,579)	68,595	74,333	(5,738)	455,634
Health and Welfare Benefits, certificated positions	389,790	340,248	49,542	794,267	680,496	113,772	4,082,971
State Unemployment Insurance, certificated positions	2,860	5,443	(2,583)	3,527	10,887	(7,360)	108,869
Workers' Compensation Insurance, certificated positions	13,300	35,886	(22,585)	32,145	71,770	(39,626)	439,922
Other Benefits, certificated positions	80,986	89,713	(8,728)	163,462	179,427	(15,965)	1,099,806
Total Benefits	941,612	988,777	(47,164)	1,903,554	1,977,554	(73,999)	12,075,230
Books & Supplies							
Textbooks and Core Curricula Materials	216,832	605,507	(388,675)	1,345,960	605,507	740,453	2,422,029
Books and Other Reference Materials	0	612	(612)	0	1,223	(1,223)	3,057
School Supplies	14,338	10,394	3,945	14,338	20,788	(6,450)	124,727
Software	220,529	165,791	54,738	1,472,088	331,582	1,140,506	1,989,494
Office Expense	3,890	6,641	(2,752)	3,890	13,283	(9,393)	79,696
Business Meals	6,801	2,405	4,396	7,317	4,810	2,506	28,863
Noncapitalized Equipment	75,618	181,001	(105,383)	107,877	181,001	(73,123)	905,003
Total Books & Supplies	538,008	972,351	(434,343)	2,951,470	1,158,194	1,793,276	5,552,869
Subagreement Services							
Special Education	116,228	611,185	(494,957)	116,607	611,185	(494,578)	6,723,034
Substitute Teacher	0	236	(237)	0	236	(236)	2,600
Security	315	170	146	315	170	145	1,866
Other Educational Consultants	0	0	0	0	0	0	154,055

Southern California OC

Budget vs Actual

For the period ended August 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Total Subagreement Services	116,543	611,591	(495,048)	116,922	611,591	(494,669)	6,881,555
Professional/Consulting Services							
IT	560,041	169,000	391,041	682,053	338,001	344,052	2,028,005
Audit and Tax	14,263	0	14,262	14,263	0	14,263	50,730
Legal	3,950	27,876	(23,925)	10,432	55,752	(45,320)	334,512
Professional Development	21,248	0	21,248	181,996	0	181,996	301,996
General Consulting	11,443	0	11,443	104,397	0	104,397	256,292
Special Activities	84	0	84	7,333	0	7,333	292,099
Bank Charges	82	0	81	215	0	216	12,281
Printing	0	0	0	0	0	0	103
Other Taxes and Fees	723	0	724	2,027	0	2,026	28,034
Payroll Service Fee	2,729	195	2,535	2,729	389	2,341	2,332
Back Office Service Fee	118,764	110,712	8,051	237,608	221,424	16,183	1,328,545
District Oversight Fee	0	0	0	0	0	0	584,234
SELPA Fees	0	0	0	10,024	0	10,024	164,870
Public Relations	64,535	0	64,535	83,837	0	83,837	756,285
Total Professional/Consulting Services	797,862	307,783	490,079	1,336,914	615,566	721,348	6,140,318
Facilities, Repairs & Other Leases							
Rent	19,354	22,027	(2,673)	38,709	44,054	(5,345)	264,325
Additional Rent	2,343	10,942	(8,599)	8,080	21,884	(13,804)	131,307
Equipment Leases	1,767	812	955	2,752	1,624	1,128	9,741
Other Leases	0	33,228	(33,228)	304,564	66,457	238,107	398,741
Repairs and Maintenance	0	372	(371)	0	742	(743)	4,456
Total Facilities, Repairs & Other Leases	23,464	67,381	(43,916)	354,105	134,761	219,343	808,570
Operations & Housekeeping							
Auto and Travel Expense	58,766	23,742	35,023	65,004	23,742	41,262	261,163
Dues & Memberships	443	13,287	(12,844)	51,198	26,574	24,625	159,444
Insurance	15,218	17,182	(1,964)	31,957	34,365	(2,407)	206,185
Utilities	252	483	(232)	252	967	(716)	5,803
Janitorial/Trash Removal	1,357	1,114	243	2,714	2,228	486	13,369
Communications	74,394	37,491	36,904	158,493	74,981	83,512	449,885
Postage and Shipping	1,172	0	1,172	3,023	0	3,024	11,555
Total Operations & Housekeeping	151,602	93,299	58,302	312,641	162,857	149,786	1,107,404
Depreciation							
Depreciation Expense	180	2,578	(2,397)	362	5,156	(4,795)	30,936
Total Depreciation	180	2,578	(2,397)	362	5,156	(4,795)	30,936
Total Expenses	**5,048,841**	**5,606,999**	**(558,157)**	**11,894,929**	**9,792,157**	**2,102,772**	**64,019,894**
Change in Net Assets	**(5,048,841)**	**(5,590,964)**	**542,122**	**(11,894,929)**	**(9,773,416)**	**(2,121,513)**	**2,407,375**
Net Assets, Beginning of Period	**(6,846,087)**			**0**			
Net Assets, End of Period	**$ (11,894,929)**			**$ (11,894,929)**			

CHARTER IMPACT

APPENDIX 03

Statement of Financial Position

California Online Public Schools

Statement of Financial Position

August 31, 2026

	Southern California	Central Valley	Northern California	North Bay	Monterey Bay	Central Coast	Southern California OC	Total
Assets								
Current Assets								
Cash & Cash Equivalents	$ 9,775,356	$ 9,212,670	$ 6,465,822	$ 1,815,187	$ 3,405,938	$ 2,298,980	$ 0	$ 32,973,953
Accounts Receivable	73,171	0	0	0	0	0	0	73,171
Public Funding Receivables	1,460,339	325,089	4,140,764	64,372	801,448	132,792	0	6,924,803
Due To/From Related Parties	22,899,327	(3,196,917)	(4,792,048)	(553,950)	(4,506,166)	(1,735,785)	(8,114,462)	0
Prepaid Expenses	0	3,321	5,184	601	1,604	552	45,778	57,041
Total Current Assets	34,208,193	6,344,163	5,819,722	1,326,210	(297,176)	696,539	(8,068,684)	40,028,968
Long-term Assets								
Property & Equipment, Net	0	0	0	0	0	0	15,176	15,176
Right-of-Use Asset, Net	0	90,889	238,585	22,722	68,167	11,362	704,390	1,136,114
Deposits	20,287	100	0	0	0	0	0	20,387
Total Long-term Assets	20,287	90,989	238,585	22,722	68,167	11,362	719,566	1,171,677
Total Assets	**$ 34,228,480**	**$ 6,435,152**	**$ 6,058,307**	**$ 1,348,932**	**$ (229,009)**	**$ 707,901**	**$ (7,349,118)**	**$ 41,200,645**
Liabilities								
Current Liabilities								
Accounts Payable	$ (1,423)	$ 77,944	$ 119,548	$ 13,187	$ 117,058	$ 13,640	$ 325,159	$ 665,113
Accrued Liabilities	2,330,427	261,921	1,952,296	95,245	18,842	37,546	3,484,060	8,180,338
Deferred Revenue	2,401,574	1,585,328	2,618,207	339,228	229,365	113,978	0	7,287,679
Operating Lease Liability, Current Portion	0	32,101	84,264	8,025	24,077	4,013	248,777	401,257
Total Current Liabilities	4,730,578	1,957,294	4,774,315	455,685	389,342	169,177	4,057,996	16,534,387
Long-term Liabilities								
Operating Lease Liability, Net of Current Porti	0	62,943	165,228	15,736	47,207	7,868	487,815	786,797
Total Long-term Liabilities	0	62,943	165,228	15,736	47,207	7,868	487,815	786,797
Total Liabilities	**4,730,578**	**2,020,237**	**4,939,543**	**471,421**	**436,549**	**177,045**	**4,545,811**	**17,321,184**
Net Assets, End of Period	**29,497,903**	**4,414,915**	**1,118,764**	**877,511**	**(665,558)**	**530,856**	**(11,894,929)**	**23,879,461**
Liabilities & Net Assets	**$ 34,228,480**	**$ 6,435,152**	**$ 6,058,307**	**$ 1,348,932**	**$ (229,009)**	**$ 707,901**	**$ (7,349,118)**	**$ 41,200,645**

CHARTER IMPACT

APPENDIX 04

Statement of Cash Flows

California Online Public Schools

Statement of Cash Flows

For the period ended August 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	$ 60,109	$ (736,636)	$ (1,307,787)	$ (139,231)	$ (436,354)	$ (146,026)	$ (5,048,841)	$ (7,754,768)
Adjustments								
Depreciation	0	0	0	0	0	0	180	181
(Increase) Decrease in Operating Assets								
Public Funding Receivables	32,026	132,355	(118,507)	361,838	408,412	(12,337)	0	803,787
Due from Related Parties	(3,769,932)	2,174,342	(1,718,120)	(160,842)	(188,821)	217,381	3,445,992	0
Prepaid Expenses	0	(1,219)	(1,803)	(209)	(555)	(196)	(5,296)	(9,277)
Increase (Decrease) in Operating Liabilities								
Accounts Payable	(123,981)	46,958	80,845	9,456	105,950	10,041	325,159	454,429
Accrued Expenses	(575,595)	(1,667,955)	(140,323)	(308,306)	(151,288)	(5,274)	1,250,604	(1,598,137)
Deferred Revenue	0	21,216	15,188	4,050	10,777	1,611	0	52,841
Other Liabilities	(736,592)	0	0	0	0	0	736,592	0
Total Cash Flows from Operating Activites	**(5,113,965)**	**(30,939)**	**(3,190,507)**	**(233,244)**	**(251,879)**	**65,200**	**704,390**	**(8,050,944)**
Cash Flows from Investing Activities								
Purchases of Property & Equipment	704,390	0	0	0	0	0	(704,390)	0
Total Cash Flows from Investing Activities	**704,390**	**0**	**0**	**0**	**0**	**0**	**(704,390)**	**0**
Change in Cash and Cash Equivalents	**(4,409,575)**	**(30,939)**	**(3,190,507)**	**(233,244)**	**(251,879)**	**65,200**	**0**	**(8,050,944)**
Cash & Cash Equivalents, Beginning of Period	**14,184,930**	**9,243,609**	**9,656,330**	**2,048,432**	**3,657,816**	**2,233,779**	**0**	**41,024,897**
Cash & Cash Equivalents, End of Period	**$ 9,775,356**	**$ 9,212,670**	**$ 6,465,822**	**$ 1,815,187**	**$ 3,405,938**	**$ 2,298,980**	**$ 0**	**$ 32,973,953**

CHARTER IMPACT

APPENDIX 05

AP Aging

Southern California

Accounts Payable Aging

For the period ended August 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
San Diego Gas & Electric	SAND040626-7432	04/21/2026	$ -	$ -	$ -	$ -	$ (13)	$ (13)
San Diego Gas & Electric-1889	SAND050626-1889	06/05/2026	0	-	-	(681.15)	-	(681)
San Diego Gas & Electric-1889	SAND040626-1889	04/26/2026	0	-	-	-	(728.98)	(729)
Total Outstanding Invoices			**$ -**	**$ -**	**$ -**	**$ (681)**	**$ (742)**	**$ (1,423)**

Central Valley

Accounts Payable Aging

For the period ended August 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
Classwork Co DBA Classkick	2026-13736	09/11/2026	$ 4,270	$ -	$ -	$ -	$ -	$ 4,270
CSC	85366381	09/07/2026	1,576	-	-	-	-	1,576
Effectual Educational Consulting Services	13938	06/30/2026	0	-	-	946.44	-	946
Effectual Educational Consulting Services	13937	06/30/2026	-	-	-	560.00	-	560
Effectual Educational Consulting Services	14003	07/30/2026	-	-	336.00	-	-	336
Effectual Educational Consulting Services	14002	07/30/2026	-	-	448.00	-	-	448
GHA Technologies Inc	2053143	10/11/2026	1,356.11	-	-	-	-	1,356
MIND Education	1254532	09/10/2026	5,830.20	-	-	-	-	5,830
Mogli Technologies	8168	09/20/2026	1,121.76	-	-	-	-	1,122
Nasco Education, LLC / School Specialty, L	965387	09/11/2026	42,893.62	-	-	-	-	42,894
Oxford Consulting Services Inc.	171989	05/30/2026	-	-	-	-	120.00	120
PHMG	INV-2096272-TZCW	10/14/2026	221.72	-	-	-	-	222
Propel Education Group, Inc.	PROP081826	09/17/2026	221.40	-	-	-	-	221
School Pathways LLC	INV-140-10629	09/16/2026	39.45	-	-	-	-	39
T-Mobile	TMOB082126-1262	09/19/2026	10,284.22	-	-	-	-	10,284
T-Mobile - 0979	TMOB082126-0979	09/19/2026	30.13	-	-	-	-	30
Turnitin LLC	IN-TII-80619	09/25/2026	7,689.39	-	-	-	-	7,689
Total Outstanding Invoices			**$ 75,534**	**$ -**	**$ 784**	**$ 1,506**	**$ 120**	**$ 77,944**

Northern California

Accounts Payable Aging

For the period ended August 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
Classwork Co DBA Classkick	2026-13736	09/11/2026	$ 6,315	$ -	$ -	$ -	$ -	$ 6,315
CSC	85366381	09/07/2026	2,331	-	-	-	-	2,331
Effectual Educational Consulting Services	13941	06/30/2026	-	-	-	1,568	-	1,568
Effectual Educational Consulting Services	13942	06/30/2026	-	-	-	3,583	-	3,583
Effectual Educational Consulting Services	14007	07/30/2026	-	-	1,094	-	-	1,094
Effectual Educational Consulting Services	14006	07/30/2026	-	-	1,344	-	-	1,344
GHA Technologies Inc	2053143	10/11/2026	2,006	-	-	-	-	2,006
MIND Education	1254532	09/10/2026	8,623	-	-	-	-	8,623
Mogli Technologies	8168	09/20/2026	1,659	-	-	-	-	1,659
Nasco Education, LLC / School Specialty, L	965387	09/11/2026	63,440	-	-	-	-	63,440
Oxford Consulting Services Inc.	171989	05/30/2026	-	-	-	-	360	360
Partners in Special Education	CINV-00096496	07/20/2026	-	-	902	-	-	902
PHMG	INV-2096272-TZCW	10/14/2026	328	-	-	-	-	328
Propel Education Group, Inc.	PROP081826	09/17/2026	327	-	-	-	-	327
Purchase Power-6016	PITN081725-6016	09/14/2025	-	-	-	-	(1,017)	(1,017)
School Pathways LLC	INV-140-10629	09/16/2026	58	-	-	-	-	58
T-Mobile	TMOB082126-1262	09/19/2026	15,210	-	-	-	-	15,210
T-Mobile - 0979	TMOB082126-0979	09/19/2026	45	-	-	-	-	45
Turnitin LLC	IN-TII-80619	09/25/2026	11,373	-	-	-	-	11,373
Total Outstanding Invoices			**$ 111,715**	**$ -**	**$ 3,339**	**$ 5,151**	**$ (657)**	**$ 119,548**

North Bay

Accounts Payable Aging

For the period ended August 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
Classwork Co DBA Classkick	2026-13736	09/11/2026	$ 732	$ -	$ -	$ -	$ -	$ 732
CSC	85366381	09/07/2026	270	-	-	-	-	270
GHA Technologies Inc	2053143	10/11/2026	232	-	-	-	-	232
MIND Education	1254532	09/10/2026	999	-	-	-	-	999
Mogli Technologies	8168	09/20/2026	192	-	-	-	-	192
Nasco Education, LLC / School Specialty, L	965387	09/11/2026	7,352	-	-	-	-	7,352
Oxford Consulting Services Inc.	171989	05/30/2026	-	-	-	-	240	240
PHMG	INV-2096272-TZCW	10/14/2026	38	-	-	-	-	38
Propel Education Group, Inc.	PROP081826	09/17/2026	38	-	-	-	-	38
School Pathways LLC	INV-140-10629	09/16/2026	7	-	-	-	-	7
T-Mobile	TMOB082126-1262	09/19/2026	1,763	-	-	-	-	1,763
T-Mobile - 0979	TMOB082126-0979	09/19/2026	5	-	-	-	-	5
Turnitin LLC	IN-TII-80619	09/25/2026	1,318	-	-	-	-	1,318
Total Outstanding Invoices			**$ 12,947**	**$ -**	**$ -**	**$ -**	**$ 240**	**$ 13,187**

Monterey Bay

Accounts Payable Aging

For the period ended August 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
Classwork Co DBA Classkick	2026-13736	09/11/2026	$ 1,947	$ -	$ -	$ -	$ -	$ 1,947
CSC	85366381	09/07/2026	719	-	-	-	-	719
Effectual Educational Consulting Services	13940	06/30/2026	-	-	-	66	-	66
Effectual Educational Consulting Services	13939	06/30/2026	-	-	-	2,016	-	2,016
Effectual Educational Consulting Services	14005	07/30/2026	-	-	282	-	-	282
Effectual Educational Consulting Services	14004	07/30/2026	-	-	1,568	-	-	1,568
GHA Technologies Inc	2053143	10/11/2026	618	-	-	-	-	618
MIND Education	1254532	09/10/2026	2,658	-	-	-	-	2,658
Mogli Technologies	8168	09/20/2026	511	-	-	-	-	511
Nasco Education, LLC / School Specialty, L	965387	09/11/2026	19,558	-	-	-	-	19,558
Oxford Consulting Services Inc.	171989	05/30/2026	-	-	-	-	480	480
PHMG	INV-2096272-TZCW	10/14/2026	101	-	-	-	-	101
Propel Education Group, Inc.	PROP081826	09/17/2026	101	-	-	-	-	101
School Pathways LLC	INV-140-10629	09/16/2026	18	-	-	-	-	18
Scotts Valley Unified School District	INV27-00055	09/13/2026	78,205	-	-	-	-	78,205
T-Mobile	TMOB082126-1262	09/19/2026	4,689	-	-	-	-	4,689
T-Mobile - 0979	TMOB082126-0979	09/19/2026	14	-	-	-	-	14
Turnitin LLC	IN-TII-80619	09/25/2026	3,506	-	-	-	-	3,506
Total Outstanding Invoices			**$ 112,646**	**$ -**	**$ 1,850**	**$ 2,082**	**$ 480**	**$ 117,058**

Central Coast

Accounts Payable Aging

For the period ended August 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
Classwork Co DBA Classkick	2026-13736	09/11/2026	$ 686	$ -	$ -	$ -	$ -	$ 686
Community Therapy Services	CTS_CENTRAL COAST_JUNE	08/21/2026	-	672	-	-	-	672
CSC	85366381	09/07/2026	253	-	-	-	-	253
Effectual Educational Consulting Services	13936	06/30/2026	-	-	-	504	-	504
Effectual Educational Consulting Services	14001	07/30/2026	-	-	336	-	-	336
GHA Technologies Inc	2053143	10/11/2026	218	-	-	-	-	218
MIND Education	1254532	09/10/2026	936	-	-	-	-	936
Mogli Technologies	8168	09/20/2026	180	-	-	-	-	180
Nasco Education, LLC / School Specialty, L	965387	09/11/2026	6,887	-	-	-	-	6,887
PHMG	INV-2096272-TZCW	10/14/2026	36	-	-	-	-	36
Propel Education Group, Inc.	PROP081826	09/17/2026	36	-	-	-	-	36
School Pathways LLC	INV-140-10629	09/16/2026	6	-	-	-	-	6
T-Mobile	TMOB082126-1262	09/19/2026	1,651	-	-	-	-	1,651
T-Mobile - 0979	TMOB082126-0979	09/19/2026	5	-	-	-	-	5
Turnitin LLC	IN-TII-80619	09/25/2026	1,235	-	-	-	-	1,235
Total Outstanding Invoices			**$ 12,128**	**$ 672**	**$ 336**	**$ 504**	**$ -**	**$ 13,640**

Southern California OC

Accounts Payable Aging

For the period ended August 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

Board Retreat Updates

Section:	IV. Information Items
Item:	A. Board Retreat Updates
Purpose:	Discuss
Submitted by:	
Related Material:	CalOPS Board Retreat Draft Agenda - 2026.docx.pdf

California Online Public Schools

WestEd 60 YEARS

CalOPS Board Retreat *Draft* Agenda
November 14-15, 2026
Sacramento, CA

Retreat Outcomes:
Leaders will:
- Deepen their relationships in service of enhanced governance and organizational effectiveness
- Examine CalOPS history, current direction and policy landscape
- Clarify their role in ensuring organizationwide success

November 14th, 12:00-4:00p.m

Day 1 Outcomes:

Leaders will:
- Build the container for their learning
- Deepen relationships
- Look back at recent organizational changes

Welcome
Where will our journey lead?

Getting to Know You
Who's in the room?

Memory Lane
What have we accomplished during the past 5 years?

Wrap Up

DINNER

California Online Public Schools

WestEd 60 YEARS

CalOPS Board Retreat *Draft* Agenda
November 14-15, 2026
Sacramento, CA

November 15th, 9:00a.m.- 4:00p.m.

Day 2 Outcomes:

Leaders will:

- Examine their individual and collective organizational role
- Examine and strategize how to leverage their statewide influence and networks
- Build a roadmap for the year ahead

BREAKFAST

Welcome

Who's in the room?

Our Organization Today

What is CalOPS?

Governance

Who am I and what is our role?

LUNCH

Looking Ahead

What is the reach of my influence?

Nuts and Bolts

How can we codify the road ahead?

Closure

Coversheet

Purple Star Certification (attached)

Section:	IV. Information Items
Item:	B. Purple Star Certification (attached)
Purpose:	Discuss
Submitted by:	
Related Material:	October 13, 2026 Board Meeting Purple Star Certification.pptx.pdf

Military Family Support 2026/2027

CalOPS will apply for the California Purple Star School Designation Program in late October 2026.

Purple Star School Program

Designed to reduce the burden on military-connected students and their families by responding directly to their unique educational and social-emotional needs.

- Supports students through transitions (military children may move every 2–3 years or more).
- Helps schools welcome and integrate military-connected youth effectively.

Next Steps

CalOPS employees were informed of this effort during the September 16th Superintendent led Brown Bag Meeting. Employees will be further trained about the unique needs of military families throughout October and early November 2026

California Online Public Schools

School Stability and Enrollment

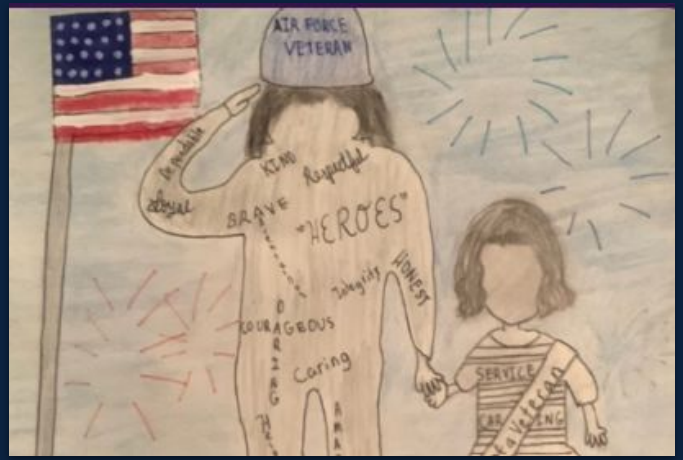
California's Education Code §48204.6 states that the local educational agency serving a pupil who is a child of a military family shall do either of the following:

(1) Allow the pupil to continue his or her education in the school of origin, regardless of any change of residence of the military family during that school year, for the duration of the pupil's status as a child of a military family.

(2) For a pupil whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:

(A) If the pupil is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue his or her education in the school of origin through the duration of that academic school year.

(B) If the child is enrolled in high school, allow the pupil to continue his or her education in the school of origin through graduation.



California Online Public Schools

School Stability and Enrollment (cont.)

(c) To ensure that the pupil who is a child of a military family has the benefit of matriculating with his or her peers in accordance with the established feeder patterns of school districts, the following apply:

(1) If the pupil who is a child of a military family is transitioning between school grade levels, the local educational agency shall allow the pupil who is a child of a military family to continue in the school district of origin in the same attendance area.

(2) If the pupil who is a child of a military family is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the local educational agency shall allow the pupil who is a child of a military family to continue to the school designated for matriculation in that school district.

(3) The new school shall immediately enroll the pupil who is a child of a military family even if the child has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Chapter 1 (commencing with Section 120325) of Part 2 of Division 105 of the Health and Safety Code, proof of residency, other documentation, or school uniforms.

School Stability and Enrollment (cont.)

(d) Unless otherwise required by federal law, this section does not require a local educational agency to provide transportation services to allow a pupil subject to paragraph (1) or (2) of subdivision (b) or subdivision (c) to attend a school pursuant to this section.

Additional Insights

Definitions per Ed Code Section §49701

(A) "Active duty"

Full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Sections 1209 and 1211.

(B) "Children of military families"

A school-aged child or children, enrolled in Kindergarten through Twelfth (12th) grade, in the household of an active duty member.

CalOPS became a proud member of the Military Child Education Coalition (MCEC) in September 2026.

The MCEC supports all military-connected children by educating, advocating, and collaborating to resolve education challenges associated with the military lifestyle.

MCEC is the national advocate for Purple Star schools.

MILITARY CHILD EDUCATION COALITION | MCEC®

How To Become Certified as a California Purple Star School (as of February 2026)

1. Active School Site Status

Must be in active status on the CDE Directory webpage at cde.ca.gov.

2. Military Family POC

Designated point of contact who completed professional development to support families.

3. Employee Training

Professional development for employees to better understand military family needs.

4. Dedicated Web Page

Dedicated school webpage tailored specifically for military families.

5. Transition Program

Structured transition program to welcome and ease integration for military families.

6. Recognition Programs

Celebrating military recognition events (e.g., Veteran's Day, Military Child Month).

OPTIONAL REQUIREMENTS

Local School Board Support and More

Provide evidence or a plan if the school plans to have the local school board show formal support for military-connected students and families. Also, share additional insights about how the school plans to support military families.

California Online Public Schools

Coversheet

Student Services Updates (attached)

Section:	IV. Information Items
Item:	C. Student Services Updates (attached)
Purpose:	Discuss
Submitted by:	
Related Material:	ST SVS_Board_Update_Oct2026.pdf

STUDENT SERVICES DEPARTMENT

Board Update

California Online Public Schools

October 2026

OVERVIEW

Agenda

Current SPED Population

Enrollment, growth, and grade-band composition

01

ST SVS Leadership Restructure with Intention

Culture, supervision, and our leadership team

02

Paraprofessional Hiring & Structure

Staffing, feedback, and where we're headed

03

Alternative Pathway Program

Diploma access for students with extensive support needs

04

Crisis Response & Crisis Intervention Team

A streamlined, districtwide support model

05

CURRENT SPED POPULATION

Enrollment Overview

DATA AS OF 10/2/26

TOTAL STUDENTS SERVED

1,850

of **8,719** total district enrollment (21%)

ENROLLMENT TREND

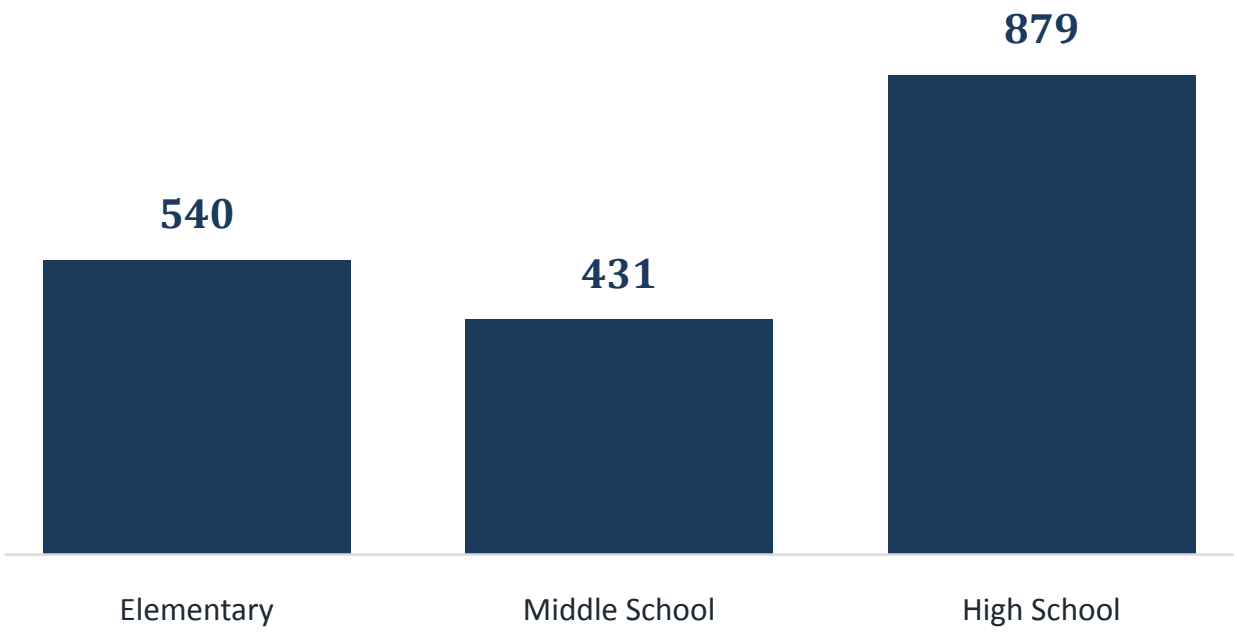
1,850 current (10/2/26)

1,816 last week of 25/26 SY

1,886 March 2026 (peak)

Currently 36 students below our all-time peak enrollment.

STUDENTS SERVED BY GRADE BAND



HS makes up nearly half of all students served

OUR TEAM

Current ST SVS Staffing

TOTAL STAFF

135

130 student & family-facing staff

5 administrative assistants

Administrators	3
Case Managers	82
Speech-Language Pathologists	3
School Psychologists	4
LCSW	1
Program Specialist	2
Paraprofessionals	35
Admin Assistants	5

LEADERSHIP & ORGANIZATIONAL STRUCTURE

ST SVS Leadership Restructure with Intention

Building a culture, a supervision model, and a leadership team aligned with our values

ST SVS LEADERSHIP RESTRUCTURE WITH INTENTION

Our Leadership Team

Director, ST SVS

- **Assistant Director** — Elementary School
- **Assistant Director** — Middle School
- **Assistant Director** — High School
  - **Program Specialist** — High School
    Reports to: Asst. Director, HS
- **Program Specialist** — Compliance

LEADERSHIP TEAM — REPORTING TO ADMINISTRATION

6 **Supervising Teachers**
Now supervising across educational settings

7 **Collaborating Teachers**
Non-supervisory, with additional responsibilities

ST SVS LEADERSHIP RESTRUCTURE WITH INTENTION

A Culture Aligned with Our Values

Intentional Personnel Changes

Over the past year, we made intentional changes within our leadership team — changes that have begun to shift our department culture to align more closely with our values and vision.

Collaborator Roles

We added collaborator personnel designed to build capacity across the department and strengthen coordination between teams.

ST SVS LEADERSHIP RESTRUCTURE WITH INTENTION

Expanding How We Supervise

From Siloed to Cross-Setting Supervision

We challenged our existing supervision model where teacher supervisors oversaw only their own credential or ed setting area and expanded to cross-educational-setting supervision.

Pushing Against Stagnation

Just as we ask it of our students, we are pushing just beyond what's comfortable, with the right support (a little bit ZPD in the leadership sense)

Growth on Both Sides

The intention behind this shift is mutual growth: stronger supervisees, and stronger leadership development across the department.

PARAPROFESSIONAL HIRING & STRUCTURE

The Paraprofessional Journey

From an identified need to a growing, collaborative support model

PARAPROFESSIONAL HIRING & STRUCTURE

Current State

35

Internal Paras

Currently on staff

12

Contracted Paras

Filling current need

47 total paraprofessionals supporting students districtwide

RECENT STRUCTURAL CHANGES

1:1

Teacher-to-Para Ratio

ESN and SDC settings

3–4:1

Teacher-to-Para Ratio

Team-based settings

Why the structure changed

Paras are structured to support teachers with the administrative tasks unique to an online school — reducing that load so teachers can spend more time directly engaged with students.

PARAPROFESSIONAL HIRING & STRUCTURE

Feedback & Partnership

Teacher Feedback

Feedback from teachers has been consistently positive. Many describe dedicated para support as a meaningful shift — one that gives them more time to spend directly engaged with students.

Paraprofessional Feedback

Paraprofessionals report a strong sense of partnership and collaboration, with many describing real investment in the outcomes of the students and teachers they support.

Across both groups, the consistent theme is collaboration — teachers and paraprofessionals working as true partners in supporting students.

PARAPROFESSIONAL HIRING & STRUCTURE

Looking Ahead: Growing Our Own

Reach Full Staffing at Target Ratios

Reaching full in-house staffing at our 1:1 (ESN/SDC) and 3–4:1 (team) ratios.

Pathway to Substitute Teaching

Investigating a pipeline for paraprofessionals interested in moving into substitute teaching roles.

Pathway to a Special Education Credential

Exploring pathways to support paraprofessionals pursuing a Special Education teaching credential — growing our own future educators.

Investing in our paraprofessionals today builds the educator pipeline of tomorrow.

ALTERNATIVE PATHWAY PROGRAM

Alternative Pathway to Diploma

Expanding diploma access for students with extensive support needs

ALTERNATIVE PATHWAY PROGRAM

Alternative Pathway to Diploma

DATA AS OF 10/2/26

CA Education Code § 51225.31

EC §§ 51225.31–51225.32 (AB 181, 2022; amended by SB 114, 2023; §51225.32 added 2024

ESN STUDENTS DISTRICTWIDE

104

as of 10/2/26

NEW TO THE PATHWAY THIS YEAR

12

students moved to this pathway in 2026–27

Who qualifies

Students with significant cognitive disabilities / extensive support needs whose IEP team has deemed them eligible for the California Alternate Assessment (CAA).

What's required

Students complete alternate, state-standards-aligned coursework.

What's protected

The pathway does not end a student's right to special education (FAPE) — services continue through age 22.

Rolled out through the IEP process as another option for students whose IEP team determines it appropriate— made possible through close collaboration with the ED SVS team. As diploma requirements rise across more career paths, the long-term impact for these students can be life-changing.

CRISIS RESPONSE & CRISIS INTERVENTION TEAM

CalOps Crisis Intervention Team

A streamlined, districtwide model for student and staff support

CRISIS RESPONSE & CRISIS INTERVENTION TEAM

A Streamlined, Districtwide Model

As the district has grown, so has the need for a robust, districtwide mental health support system. Crisis response once involved many individuals tied to each student — this year's goal was to streamline support for students and staff alike through a dedicated Crisis Intervention Team (CIT) and bridge support.

CRISIS INTERVENTION TEAM

Shannon Doss
LCSW & CIT Lead

Nydia Sanchez
School Psychologist

Leeann Hernandez
Assistant Principal

GENERAL RESPONSE FRAMEWORK

1 Identify & Report → 2 Activate CIT → 3 Immediate Support → 4 Follow-Up & Coordination

CRISIS RESPONSE & CRISIS INTERVENTION TEAM

Bridge Support & Post-Crisis Stabilization

After the Crisis Intervention Team's immediate response and student is safe, students move into bridge support — a stabilization period that helps them safely re-enter their routine before moving through next steps of support

Re-Entry Support

Helping students transition back into their regular school routine at a pace that supports their stability.

Counseling (As Needed)

Short-term counseling check-ins during the stabilization window, based on each student's individual needs.

Follow-Up & Hand-Off

Ongoing follow-up to ensure continuity of care, with a collaborative hand-off to counseling for continued support.

TIERED SUPPORT — THE BRIDGE WORKS BOTH WAYS

Counseling ⇄ **LCSW / Higher-Tier Support**

Escalates for higher need • Steps back down as the student stabilizes

Coversheet

Approval of Minutes from the September 8, 2026 CalOPS Board Meeting (attached)

Section: V. Consent Items
Item: A. Approval of Minutes from the September 8, 2026 CalOPS Board Meeting (attached)
Purpose: Vote
Submitted by:
Related Material: 260908 CalOPS Board Minutes.pdf

DRAFT

California Online Public Schools

California Online Public Schools

Minutes

California Online Public Schools (CalOPS) Board Meeting

Date and Time
Tuesday September 8, 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), E. Wickliffe (remote), J. Stockdale (remote), Z. Robeson (remote)

Directors Absent
D. Rivas, M. Henjum, P. Pulsipher

Guests Present
A. Larsen (remote), B. Jamero, D. Hertzler (remote), E. McGahey (remote), H. Tamayo (remote), J. Colombero, L. Carter (remote), L. Dombek (remote), M. Brockway (remote), M. Duran (remote), M. Lemos (remote), M. White (remote), Member of the Public (remote), R. Dreifus (remote), R. Romero (remote), R. Savage (remote), Z. Kidd (remote)

I. Opening Items

A. Roll Call

CalOPS Staff
Ashley Larsen - Administration Coordinator
Bernie Jamero - Assistant Director of Finance - NorCal Office
Dan Hertzler - Director of Operations
Eva McGahey - Operations Coordinator
Heather Tamayo - Middle School Principal
Julie Colombero - Assistant Director of Operations, Family Relations - SoCal Office
LaChelle Carter - Director of Finance
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

Member of the Public

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 Sep 8, 2026 at 5:07 PM.

C. Approval of Agenda

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

Roll Call

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

A. 2026-2027 Curriculum (attached)

L. Dombek opened the public hearing at 5:09 PM regarding the sufficiency of textbooks and instructional materials for the 2026-27 school year. No comments were received, and the public hearing was closed at 5:10 PM.

IV. Oral Reports

A. Co-Superintendents' Report

R. Savage and R. Romero provided updates on the start of the 2026-27 school year. The first day of school had gone well without major disruptions. They also discussed the continued review of the Student Support Process, crisis intervention training, the launch of CalOPS's internal substitute pool, and ongoing collaboration across departments.

Enrollment had increased significantly compared with the prior year. D. Hertzler confirmed approximately 7,924 fully enrolled students, with approximately 700 students still completing the enrollment process, and projected enrollment of 8,250-8,500 by the end of the week. R. Romero noted that CalOPS could be experiencing a record first-day enrollment and credited the Avela enrollment platform and CalOPS's marketing and outreach efforts.
Technical difficulties occurred resulting in administration restarting the Zoom room and requesting everyone rejoin. Recording ended at 5:22 PM and restarted at 5:22 PM when the Zoom room restarted.
Quorum with board member attendance was reconfirmed at 5:30 PM before Oral Reports continued.

R. Romero continued to provide an update on the renewal status of CalOPS Central Coast and CalOPS Central Valley and noted positive preliminary feedback regarding growth scores across the network.

B. Principal's Report

H. Tamayo provided an update on Middle School, which had approximately 1,850 students, including approximately 470 sixth graders, 600 seventh graders, and 765 eighth graders. Approximately 88 students were still completing Master Agreements.

H. Tamayo also highlighted student opportunities and academic initiatives. The National Junior Honor Society included six seventh graders and 21 eighth graders, while AVID included nine sixth graders, 17 seventh graders, and 27 eighth graders. i-Ready assessments were scheduled to begin the following week, and the first Middle School field trip of the year was upcoming.

C. CalOPS Financial Services Updates

L. Carter provided an update on the July financial close and noted that early-year curriculum and supply expenditures were tracking as expected. She explained that the budget was based on an enrollment of approximately 8,077 students and that continued enrollment growth could require additional curriculum seats. Because funding was primarily based on ADA, CalOPS would continue monitoring enrollment and attendance before making additional spending decisions.

L. Carter also highlighted the importance of monitoring the unduplicated student count, including English Learners, students experiencing homelessness, and students qualifying for free or reduced-price meals, as these factors affect certain funding allocations. She noted that 29 paraprofessionals had been brought in-house, which reduced contracted special education service costs while increasing salary expenditures.

L. Carter offered to follow up individually with Board members as needed to review the slide deck, which could not be presented due to the ongoing technical difficulties.

D. Policy, Compliance, and Legislative Updates

D. Hertzler provided updates on the annual policy update cycle and legislative matters. He discussed AB 2519, which would address an unintended consequence of prior CalSTRS legislation and allow certain charter school administrators to retain CalSTRS eligibility. CalOPS had submitted a letter of support for the legislation to Governor Newsom.

D. Hertzler also discussed SB 1083, which CalOPS was monitoring due to concerns raised by CCSA, CSDC, and APLUS regarding additional requirements related to employee misconduct reporting. CalOPS would continue monitoring both bills and any action taken by the Governor.

E. Educational Services Updates

L. Dombek presented the Quarter 4 School Enhancement Target results for the 2025-26 school year. Graduation and academic targets were met, with 149 Project Success students graduating during the quarter and 80% of school-wide PLC goals and 65% of math PLC SMART goals achieved. Summer school served 509 actively engaged students and resulted in a record number of credits earned.

The engagement target was not met, with 85% of students receiving five successful contacts. L. Dombek reviewed next steps for improving student engagement and diagnostic participation, as well as strategies for earlier identification and support of students who were off track for graduation.

Z. Robeson praised the multi-pronged approach to academic improvement and expressed interest in seeing additional detail in the future.

V. Information Items

A. Board Retreat Updates

D. Hertzler provided an update on preparations for the November CalOPS Board Retreat, including facilitation, travel, lodging, meals, and Board preparation.

B. District Priorities (attached)

R. Romero presented updated District Priorities incorporating the Board's previous request to more explicitly connect the priorities to the CalOPS Vision and Values. Z. Robeson supported the overall crosswalk but recommended reframing the collaboration language to emphasize welcoming differing viewpoints and remaining engaged in finding the best path forward together. R. Romero agreed to revise the language as described.

C. CalOPS Cybersecurity Overview (attached)

D. Hertzler presented an overview of CalOPS cybersecurity efforts and noted that cybersecurity was a joint effort between the internal technology team and SoftMSP. Staff training had contributed to a reduction in phishing incidents, and CalOPS would continue strengthening its cybersecurity practices. Leadership was also considering adding internal cybersecurity expertise. J. Stockdale expressed appreciation for the report.

VI. Consent Items

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

B. Approval of Staffing Report (attached)

C.

Approval of Check Register (attached)

D. Approval of Credit Card Statements (attached)

E. Ratification of Special Education Service Contracts (attached)

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

G. Approval of 26-27 Local Assignment Options (attached)

H. Approval of 2026-27 Instructional Materials Resolution (attached)

I. Approval of Prop 28 Reports (attached)

J. Approval of 2026 Multi-County Agency Biennial Notice (attached)

K. Approval of Updated No Show and Dual Enrollment Policy (attached)

L. Approval of 2026-27 CalOPS Annual Notification Packet (attached)

M. Approval of Updated Professional Boundaries: Adult-Student Interactions Policy (attached)

N. Approval of Updated Title IX Policy Prohibiting Discrimination on the Basis of Sex (attached)

O. Approval of Updated Suspension, Expulsion and Involuntary Removal Policies (attached)

P. Approval of Updated Education of Foster and Mobile Youth Policy (attached)

Q. Approval of School Pathways Contract Renewal (attached)

A. Pulsipher made a motion to approve the Consent Agenda, Items A-Q.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

VII. Action Items

A. Approval of 2025-26 Education Protection Account (EPA) Actuals (attached)

L. Carter reviewed the 2025-26 EPA Actuals and explained that EPA funds were used for certificated salaries and benefits.
Z. Robeson made a motion to approve the 2025-26 EPA Actuals.
A. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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)

L. Carter presented the Unaudited Actuals and end-of-year financial statements. She reported that revenue had increased by nearly $15 million from the second interim projection, while expenses increased by nearly $11 million due primarily to curriculum, stipends, benefits, and new RISE and technology contracts.

CalOPS finished the school year with an annual reserve of approximately 13.3% and a cumulative reserve of approximately 35.5%. L. Carter also reported increases in the unduplicated student count across all schools and noted that approximately 69% of revenue was spent on salaries and benefits. J. Stockdale commended L. Carter and the CalOPS leadership team for their conservative and accurate financial forecasting and strong fiscal stewardship.
A. Pulsipher made a motion to approve Action Item B.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Approval of Updated CalOPS Fiscal Policy (attached)

R. Romero presented revisions to the CalOPS Fiscal Policy intended to align the policy with current operations and strengthen stewardship of public funds. Changes included documentation of comparable bids or market comparisons, incorporation of AB 126 transparency requirements, removal of individual credit cards, and a requirement for Board approval of expenditures over $100,000.

The policy also revised meal reimbursement amounts to up to $25 for breakfast, $25 for lunch, and $50 for dinner rather than using a per diem structure. Z. Robeson asked whether the auditor had reviewed the revised meal reimbursement structure, and R. Romero noted that CalOPS would bring the policy to auditors for review and approval. D. Hertzler suggested approval of the policy barring any substantive changes following auditor review.
A. Pulsipher made a motion to approve the updated CalOPS Fiscal Policy barring any substantive changes following auditor review.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Approval of East West Line of Credit (attached)

L. Carter presented the proposed East West Line of Credit and explained that, while she believed CalOPS was increasingly unlikely to need to use the line, it would provide a contingency during a projected temporary reduction in available cash flow. She explained that prior-year cash included significant funds associated with the former SoCal school that could not be used for current operating expenses.

The Board discussed the anticipated timing of state funding, potential borrowing needs, and alternatives to borrowing. Z. Robeson expressed that she generally preferred to avoid borrowing but supported maintaining the line as a contingency.
A. Pulsipher made a motion to approve the East West Line of Credit as described.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

A. Pulsipher	Aye
J. Stockdale	Aye

Roll Call

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

E. Approval of Updated CalOPS Record Retention Policy (attached)

D. Hertzler presented the updated CalOPS Record Retention and Disposal Policy and explained that the policy consolidated existing policies and addressed changes identified through coordination with OCDE, legal counsel, and the CalOPS records team. He requested the board 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.
A. Pulsipher made a 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.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

VIII. Closed Session

A. CLOSED SESSION - Brown Act

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

Roll Call

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

B.

Closed Session Report Out

J. Stockdale reported no actions taken in closed session.

IX. Closing Items

A. Future Business

J. Stockdale asked whether Board members had any requests for future agenda items. No additional requests were made.

B. Adjourn Meeting

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

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:39 PM.

Respectfully Submitted,
J. Stockdale

Coversheet

Approval of Minutes from September 29, 2026 CalOPS Special Board Meeting (attached)

Section: V. Consent Items
Item: B. Approval of Minutes from September 29, 2026 CalOPS Special Board Meeting (attached)
Purpose: Vote
Submitted by:
Related Material: 260929 CalOPS Special Board Minutes DRAFT.pdf

DRAFT

California Online Public Schools

Minutes

California Online Public Schools (CalOPS) Special Board Meeting

Date and Time
Tuesday September 29, 2026 at 7:00 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
9423 Reseda Blvd. Apt #230, Northridge, CA 91324
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

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
D. Rivas (remote), J. Stockdale (remote), M. Henjum (remote), Z. Robeson (remote)

Directors Absent
A. Pulsipher, E. Wickliffe, P. Pulsipher

Guests Present
A. Larsen (remote), E. McGahey (remote), J. Condon, M. Lemos (remote), R. Dreifus, R. Romero (remote), R. Savage (remote), Z. Kidd (remote)

I. Opening Items

A. Roll Call

CalOPS Staff
Ashley Larsen - Administration Coordinator
Eva McGahey - Operations Coordinator
Jessica Condon - Assistant Director of Operations, Enrollment - NorCal Office
Richard Savage - Co-Superintendent
Richie Romero - Co-Superintendent
Ryan Dreifus - Assistant Director of Human Resources - SoCal Office
Zana Kidd - Director of Human Resources

Contracted Staff
Matt Lemos - Charter Impact Director of Client Finance

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 Sep 29, 2026 at 7:02 PM.

C. Approval of Agenda

M. Henjum made a motion to approve the agenda.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

A. Approval of Commercial Insurance Contract Renewal (to follow)

Z. Kidd presented the renewal of CalOPS's property and casualty and management liability insurance for the 2026–27 policy year, effective October 1, 2026. She explained that Newfront had sought bids from more than 30 insurance companies after the employment practices liability policy was not renewed. The proposed annual premium was approximately $416,600, a 25% increase from the prior year, primarily due to increased employment practices liability costs and retention. However, workers' compensation costs decreased by approximately 34%, resulting in an overall decrease of approximately 9% across CalOPS's property and casualty insurance costs.
R. Savage noted that CalOPS would implement processes to work with its broker earlier in the renewal cycle to avoid future timing issues.
M. Henjum made a motion to approve the Commercial Insurance Contract Renewal.
Z. Robeson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

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

IV. Closing Items

A. Future Business

J. Stockdale asked whether Board members had any requests for future agenda items. No additional requests were made.

B. Adjourn Meeting

Z. Robeson made a motion to adjourn.
M. Henjum seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:10 PM.

Respectfully Submitted,
J. Stockdale

Coversheet

Approval of Staffing Report (attached)

Section:	V. Consent Items
Item:	C. Approval of Staffing Report (attached)
Purpose:	Vote
Submitted by:	
Related Material:	261013 CalOPS Staffing Report.pdf

California Online Public Schools

CalOPS Staffing Report

October 2026

Leave of Absence

Employee ID	Title	Start Date	Expected End Date
30130	High School ELA Teacher	2/10/2025	10/30/2026
30456	High School Math Teacher	10/9/2025	10/30/2026
30850	High School Special Education Teacher	9/7/26	11/18/2026
30645	Enrollment Specialist	4/27/2026	2/9/2027
30609	Elementary School Teacher	6/2/2026	1/11/2027
30321	High School Physical Education	1/5/2026	12/15/2026
30056	Counselor	3/6/2026	10/02/2026
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
30431	Middle School Math Teacher	8/18/2026	3/1/2027
30014	High School English Teacher	9/8/2026	12/5/2026
30641	Records Manager	9/3/2026	10/2/2026
30361	Counselor	9/17/2026	12/18/2026
30315	High School English	10/5/2026	10/9/2026

California Online Public Schools

30720	High School English	10/06/2026	12/18/2026

Resignations

Employee ID	Title	Last Day of Work
N/A	N/A	N/A

New Hires

Employee ID	Title	Start Date
30204	High School English Teacher	9/15/2026
31012	High School English Teacher	9/21/2026

Position Change

Employee ID	Title	Start Date
N/A	N/A	N/A

Coversheet

Approval of Check Register (attached)

Section: V. Consent Items
Item: D. Approval of Check Register (attached)
Purpose: Vote
Submitted by:
Related Material: CalOPS - August Check Register_Redacted.pdf

CHARTER IMPACT

Monthly Check Register (August)

Southern California

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
21133	Absence Soft, LLC	Integrated Suite Annual Subscription - 06/13/26 - 06/12/27	08/05/2026	$ 31,500.00
21134	Amira Learning Inc	Curriculum	08/05/2026	29,812.50
21135	Charter Impact, LLC	Business Mgmt Svcs - 08/26	08/05/2026	217,363.00
21136	David Sanchez	Food Truck for BTS - 08/20/26	08/05/2026	878.00
21137	Education Advanced	Software - 08/25/26 - 08/24/27	08/05/2026	13,018.00
21138	Everway LLC	Software - 08/01/26 - 07/31/27	08/05/2026	40,335.14
21139	JLM Psychological Services, Inc.	SpEd Svcs - 05/26 - 06/26	08/05/2026	5,500.00
21140	T-Mobile	Communication Svcs - MKV	08/05/2026	69,676.27
21141	T-Mobile - 0979	Communication Svcs	08/05/2026	204.15
21142	Care Solace, Inc.	Subscription - 07/01/26 - 06/30/27	08/13/2026	36,000.00
21143	Concur Technologies Inc	Travel and Expense with TripLink - 08/26	08/13/2026	9,494.12
21144	Cox Business	Communication Svcs - 08/26	08/13/2026	1,298.95
21145	Crown Facility Solutions Inc	Janitorial Svcs - 08/26	08/13/2026	1,356.91
21146	Docufree Corporation	Document Storage Svcs - 07/26	08/13/2026	835.00
21147	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	08/13/2026	171,940.31
21148	Law Offices of Young, Minney & Corr LLP	Legal Svcs SpEd	08/13/2026	4,135.00
21149	Parsec Education Inc	Multiple Measures - 26/27	08/13/2026	5,000.00
21150	Salesforce, Inc.	Education Cloud - 08/01/26 - 07/31/27	08/13/2026	32,700.00
21151	Zoom Communications Inc	Communication Svcs - 07/26 - 08/26	08/13/2026	366.38
21152	ClickView	Streamable Learning - 07/01/26 - 06/30/27	08/18/2026	1,500.00
21153	CliftonLarsonAllen LLP	Audit Svcs - 06/26	08/18/2026	27,545.00
21154	Corodata Records Management Inc.	Storage Rental - 07/26	08/18/2026	360.99
21155	Corodata Shredding Inc.	Shredding Svcs - 07/26	08/18/2026	58.51
21156	DeltaMath Solutions Inc.	Integral School License - 26/27	08/18/2026	8,100.00
21157	Elevation Solutions	Marketing Svcs	08/18/2026	25,145.00
21158	ExploreK12, Inc	Curriculum	08/18/2026	11,063.00
21159	Mogli Technologies	Add-On Svcs - 08/04/26	08/18/2026	2,250.00
21160	Newfront	Consulting Svcs - 08/26	08/18/2026	1,866.40
21161	Newfront Retirement Services	Retirement Ins - 05/26 - 07/26	08/18/2026	9,888.94
21162	ParentSquare, Inc.	Engage 2025 - 07/01/26 - 06/30/27	08/18/2026	49,814.82
21163	Philadelphia Insurance Companies	Insurance Premium - 08/26	08/18/2026	19,501.44
21164	Purchase Power	Postage Meter Refill - 08/26	08/18/2026	1,009.75
21165	Renaissance Learning Inc	Curriculum	08/18/2026	71,180.00
21166	SMWD	Utility Svcs - 07/07/26 - 08/04/26	08/18/2026	251.49
21167	Vivant Strategies Group, Inc.	Collaboration and Leadership Coaching	08/18/2026	18,785.00
21168	[redacted]	Reimb. - Mileage - 06/26 ""	08/18/2026	54.38
21169	AllStage Pro	6' Table	08/26/2026	162.78
21170	AT&T	Communication Svcs - 08/07/26 - 09/06/26	08/26/2026	537.21
21171	CSC	Office Supplies	08/26/2026	1,109.00
21172	DocuSign, Inc.	License - 08/15/26 - 06/30/27	08/26/2026	54,050.00
21173	El Paseo Childrens Center Inc.	SpEd Svcs - 05/26	08/26/2026	211,019.85
21174	FeldCare Connects	SpEd Svcs - 07/26	08/26/2026	151.00
21175	Orange County Dept of Education	Payroll/Retirement Svcs - 04/26 - 06/26	08/26/2026	5,270.88
21176	The Hartford	Workers Compensation - 07/01/26- 07/01/27	08/26/2026	25,685.99
21177	Yarijanian & Associates PC	Reimb. - Settlement ""	08/26/2026	6,800.00
ACH	Community Therapy Services	SpEd Svcs - 05/26	08/05/2026	25,250.50
ACH	Oxford Consulting Services Inc.	Reimb. - Check Return Fees ""	08/05/2026	60.00
ACH	[redacted]	Board member Cellphone Stipend - 08/26	08/05/2026	631.27
ACH	Modern Health	Modern Premium - 07/01/26 - 06/30/27	08/05/2026	69,281.28
ACH	School Services of California Inc.	Consulting Svcs - 07/26 - 06/27	08/05/2026	5,160.00
ACH	Milestones Therapy Group, A Prof. SLP Corporation	SpEd Svcs - 06/26	08/05/2026	122,791.42
ACH	Gympass US LLC	Gym Subscription Benefit - 07/28/26 - 08/27/26	08/05/2026	6,190.87
ACH	Nasco Education, LLC / School Specialty, LLC	School Supplies	08/05/2026	24,060.94
ACH	Carrot Fertility Inc	Reimb. - Approved Reimbursement - 07/26 ""	08/07/2026	4,291.00
ACH	Juntos Con Speech Therapy	SpEd Svcs - 05/26 - 06/26	08/13/2026	475.00
ACH	Oxford Consulting Services Inc.	SpEd Svcs - 06/26	08/13/2026	113,886.09
ACH	OverDrive Inc	Ebook (10)	08/13/2026	24.38
ACH	Netrix LLC	IT Svcs - 08/26	08/13/2026	3,080.00
ACH	Brandastic, Inc.	Marketing Svcs	08/13/2026	21,000.00
ACH	SOFTMSP LLC	IT Svcs	08/13/2026	229,686.00
ACH	Carrot Fertility Inc	Employee Benefit - 08/26	08/13/2026	3,790.80
ACH	Branche Jones	Consulting Svcs - 07/26	08/13/2026	4,000.00
ACH	Marshall Cavendish Corporation	Curriculum	08/18/2026	5,037.28
ACH	Florida Virtual School	Curriculum	08/18/2026	500.00
ACH	TTC4SUCCESS	SpEd Svcs - 06/26	08/26/2026	161,194.77
ACH	InterPres Corporation	Cam - 09/26	08/26/2026	33,173.55
ACH	Language Line Services, Inc.	Interpretation Svcs	08/26/2026	354.38
ACH	NJA Therapy Services, Inc.	SpEd Svcs - 07/26	08/26/2026	2,150.00
ACH	GHA Technologies Inc	Adobe Acrobat Pro Teams (20)	08/26/2026	144,876.24
ACH	Florida Virtual School	Curriculum	08/26/2026	10,531.75

Southern California

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
ACH	SOFTMSP LLC	IT Hardware	08/26/2026	895,443.75
ACH	Empower Trust Company LLC	Retirement Plan - 08/11/26	08/12/2026	1,357.21
VOID	El Paseo Childrens Center Inc.	SpEd Svcs - 04/26	08/12/2026	VOID
			Total Disbursements	**3,112,853.64**

Central Valley

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
40213	Community Therapy Services	SpEd Svcs - 05/26	08/05/2026	$ 6,590.50
40214	Kadiant LLC	SpEd Svcs - 05/26	08/18/2026	2,637.39
40215	Oxford Consulting Services Inc.	SpEd Svcs - 06/26	08/18/2026	2,520.06
40216	Community Therapy Services	SpEd Svcs - 06/26	08/26/2026	4,367.75
40217	El Paseo Childrens Center Inc.	SpEd Svcs - 05/26	08/26/2026	86,987.34
40218	Partners in Special Education	SpEd Svcs - 06/26	08/26/2026	525.00
			Total Disbursements	**$ 103,628.04**

Northern California

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
60651	Community Therapy Services	SpEd Svcs - 05/26	08/05/2026	$ 6,994.50
60652	DHH Educational Solutions	SpEd Svcs - 05/26	08/05/2026	1,508.00
60653	PG&E	Utility Svcs - 06/26/26 - 07/24/26	08/05/2026	15.12
60654	[redacted]	Reimb. - SpEd Svcs - 06/26 - 07/26 ""	08/05/2026	6,507.16
60655	GreenWorks Commerical Janitorial Services	Janitorial Svcs - 08/26	08/05/2026	533.00
60656	Law Offices of Young, Minney & Corr LLP	Legal Svcs SpEd	08/13/2026	1,966.00
60657	Oxford Consulting Services Inc.	SpEd Svcs - 06/26	08/13/2026	5,311.70
60658	Charter Communications	Communication Svcs - 08/26	08/18/2026	215.81
60659	Corodata Shredding Inc	Shredding Svcs - 07/26	08/18/2026	58.51
60660	UC Regents	Grad Venue - 26/27 FY	08/24/2026	180.00
60661	Access Language	SpEd Svcs - 07/26	08/26/2026	3,600.00
60662	AT&T - 6652	Communication Svcs - 08/07/26 - 09/06/26	08/26/2026	1,084.28
60663	Community Therapy Services	SpEd Svcs - 06/26	08/26/2026	4,146.50
60664	El Paseo Childrens Center Inc.	SpEd Svcs - 05/26	08/26/2026	102,485.70
60665	Primo Brands / Blue Triton Brands Inc.	Office Supplies	08/26/2026	37.97
ACH	Brekke Real Estate Inc	Rent - 08/26	08/03/2026	8,217.63
ACH	Chase Bank - 7975	ACCOUNT ANALYSIS SETTLEMENT CHARGE	08/17/2026	107.75
VOID	UC Regents	Grad Venue - 26/27 FY	08/24/2026	VOID
			Total Disbursements	**$ 142,969.63**

North Bay

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
30143	Community Therapy Services	SpEd Svcs - 05/26	08/05/2026	$ 1,537.00
30144	Middletown Unified School District	25/26 - Charter Oversight Fee	08/13/2026	27,291.02
30145	Oxford Consulting Services Inc.	SpEd Svcs - 06/26	08/13/2026	138.13
30146	Community Therapy Services	SpEd Svcs - 06/26	08/26/2026	1,101.00
30147	El Paseo Childrens Center Inc.	SpEd Svcs - 05/26	08/26/2026	3,953.35
			Total Disbursements	**$ 34,020.50**

Monterey Bay

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20180	Community Therapy Services	SpEd Svcs - 05/26	08/05/2026	$ 3,782.00
20181	Oxford Consulting Services Inc.	SpEd Svcs - 06/26	08/13/2026	1,667.79
20182	Community Therapy Services	SpEd Svcs - 06/26	08/26/2026	2,981.00
20183	El Paseo Childrens Center Inc.	SpEd Svcs - 05/26	08/26/2026	32,642.89
			Total Disbursements	**$ 41,073.68**

Central Coast

Check Register

For the period ended August 31, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
70113	Community Therapy Services	SpEd Svcs - 05/26	08/05/2026	$ 572.00
70114	Oxford Consulting Services Inc.	SpEd Svcs - 06/26	08/13/2026	248.63
70115	El Paseo Childrens Center Inc.	SpEd Svcs - 05/26	08/26/2026	6,901.25
			Total Disbursements	**$ 7,721.88**

Coversheet

Approval of Credit Card Statements (attached)

Section:	V. Consent Items
Item:	E. Approval of Credit Card Statements (attached)
Purpose:	Vote
Submitted by:	
Related Material:	October 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	10/25/2026
AMOUNT DUE	$135,042.39
CURRENT BALANCE	$135,042.39

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

AMOUNT ENCLOSED $

CALOPS ** 0000000
DEBORAH LARSON
33272 VALLE RD
SAN JUAN CAPISTRANO CA 92675-4842

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALOPS

ACCOUNT NUMBER: [redacted]

CLOSING DATE	09-30-26
CREDIT LIMIT	1,000,000
AVAILABLE CREDIT	864,958

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	239,489.08
PURCHASES AND OTHER CHARGES	137,089.15
CASH ADVANCES	.00
CREDITS	2,046.76
PAYMENTS	239,489.08-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**135,042.39**
TOTAL PAYMENT DUE	135,042.39
DISPUTED AMOUNT	.00

ACCT. NUMBER [redacted] CALOPS

COMMERCIAL ACCOUNT ACTIVITY

CALOPS [redacted]

TOTAL COMMERCIAL ACTIVITY $239,489.08CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-25	09-25		AUTO PAYMENT DEDUCTION	239,489.08CR

INDIVIDUAL CARDHOLDER ACTIVITY

LESLIE DOMBEK [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$751.74	$188.40	$0.00	$563.34CR

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-14	09-10	24431066254503409137318	ALASKA AIR 0272158928391 SEATTLE WA DOMBEK/LESLIE DEPART: 10-13-26 P.O.S.: SALES TAX: $0.00 SNA AS Q STS	188.40
09-18	09-18	24692166198404009747930	DISPUTE CREDIT CHICAGO IL	289.70CR
09-18	09-18	24692166200405956158662	DISPUTE CREDIT CHICAGO IL	462.04CR
			Total Travel Activity	$563.34CR

HUMAN RESOURCES DEPT [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$20.47	$0.00	$20.47

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-03	09-02	24137466245300946185400	TNSOS BUSINESS PMT 615-741-2286 TN P.O.S.: 3926654164 SALES TAX: 0.00	20.47
			Total Purchasing Activity	$20.47

FINANCE DEPARTMENT [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$1,295.02	$136,880.28	$0.00	$135,585.26

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-01	08-31	24055236243878750890733	IDVILLE 866-438-4553 MI P.O.S.: 1658270561496 SALES TAX: 178.25	2,525.01
09-01	08-31	24333226243879274022493	IDENTIPHOTO 440-306-9000 OH P.O.S.: M002139 SALES TAX: 0.00	282.00
09-01	08-31	24793386243002503653096	FACEBK *ZVPTV2J464 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-02	09-01	24204296244002048702088	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P465791A12 SALES TAX: 0.00	472.68

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-02	09-01	24692166244408297776075	GOOGLE *ADS9121351564 CC@GOOGLE.COM CA P.O.S.: P1o4KbiU SALES TAX: 0.00	13,587.07
09-02	09-01	24793386244000249851213	FACEBK *VU5MN3W464 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-03	09-02	24445006245200323817230	4TE*SONITROL OF ORANGE CO 949-297-4357 CA P.O.S.: 72FF083CD42 SALES TAX: 0.00	252.86
09-03	09-02	24692166245408885063745	TIKTOK ADS *TIKTOK ADS.TIKTOK.CO CA P.O.S.: 00000000000000000 SALES TAX: 0.00	3,595.20
09-03	09-01	24755426245172459931164	SMART LEVELS MEDIA 949-5400500 CA P.O.S.: OR444579 SALES TAX: 0.00	121.54
09-03	09-02	24793386245000149632225	FACEBK *Y6FPC2A464 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-04	09-04	24793386247000901848215	FACEBK *MPYFC3E464 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-07	09-04	24391216248296875001724	UCOP SPONSORED EVENT1 510-987-9278 CA P.O.S.: 18999022 SALES TAX: 0.00	420.00
09-07	09-05	24793386248000517492068	FACEBK *XMLZX2S464 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-07	09-06	24793386249000527750082	FACEBK *EBVGV2A464 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-08	09-07	24204296250002793474223	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P4695FA979 SALES TAX: 0.00	502.56
09-08	09-07	24793386250002913850084	FACEBK *CN43R22564 650-5434800 DE P.O.S.: 479338004894461 SALES TAX: 0.00	900.00
09-09	09-08	24793386251000729103218	FACEBK *AEAXD3S464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-10	09-09	24793386252000711740091	FACEBK *45EY73A464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	1.36
09-10	09-10	24793386252001145833221	FACEBK *S6WB54E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-14	09-12	24036296255712149732475	GOOGLE *ADS9121351564 650-253-0000 CA P.O.S.: RZ4JAM2WXXCU47365 SALES TAX: 0.00	25,000.00
09-14	09-11	24064666254100063238747	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: 5LNH5FGPCJS SALES TAX: 0.00	1,240.00
09-14	09-11	24064666254100063289849	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: H7NX8H6Q2R6 SALES TAX: 0.00	1,240.00
09-14	09-11	24064666254100063633533	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: 5LNYMT47WQJ SALES TAX: 0.00	1,240.00
09-14	09-11	24064666254100063635207	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: 46NLRX83RPG SALES TAX: 0.00	1,240.00
09-14	09-11	24064666254100063862892	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: 5SNVMTBTWH3 SALES TAX: 0.00	1,240.00
09-14	09-11	24064666255100000060062	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: TRNSFBTR2SB SALES TAX: 0.00	1,240.00
09-14	09-11	24064666255100000770843	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: XKN5F9YW32V SALES TAX: 0.00	1,240.00

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-14	09-11	24064666255100001310060	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: LGNP457MVVN SALES TAX: 0.00	1,240.00
09-14	09-11	24064666255100002061944	CASP ASSOC* CALIFORNIA CASPONLINE.OR CA P.O.S.: PNNZ377DXN2 SALES TAX: 0.00	1,018.00
09-14	09-11	24692166254407724402583	LOWES #00907* 866-483-7521 NC P.O.S.: 00000000000000000 SALES TAX: 76.48	1,175.48
09-14	09-11	24793386254000608952062	FACEBK *6G2WQ3S464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-14	09-12	24793386255000638502225	FACEBK *86JG64A564 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-14	09-14	24793386257000100337074	FACEBK *DHJW44S464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-15	09-14	24204296257001481450217	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P46D922ED5 SALES TAX: 0.00	500.22
09-15	09-14	24445006257300711880207	PY *INSECT IQ PEST CONTRO 209-583-3288 CA P.O.S.: 280083 SALES TAX: 0.00	94.72
09-15	09-15	24793386258001211997227	FACEBK *QTUNZ3A464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-15	09-08	74755426257162529858505	CITY OF IRVINE COMMUNITY IRVINE CA	241.76CR
09-16	09-15	24493986258252820108058	WOW PARTY RENTAL INC 888-969-3070 CA P.O.S.: 33272 SALES TAX: 0.01	80.00
09-16	09-15	24493986259252951032282	WOW PARTY RENTAL INC 562-547-5471 CA P.O.S.: 0000076283 SALES TAX: 0.00	45.32
09-16	09-16	24793386259000107305213	FACEBK *R3L2Z4E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-18	09-17	24793386260001018672219	FACEBK *DFUQC4A464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-21	09-18	24000776261100039294571	MILITARY CHILD ED CO MILITARYCHILD TX P.O.S.: ch35jdj161v8b1jo258 SALES TAX: 0.00	200.00
09-21	09-18	24793386261000334410089	FACEBK *JXWRC5E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-21	09-20	24793386263000706715089	FACEBK *JBH9M4N464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-22	09-21	24069276265100014320099	SP TABLECLOTHSFACTOR TABLECLOTHSFA CA P.O.S.: rrZe0Xt5hNMTVdirJqrErsVK2 SALES TAX: 6.82	94.80
09-22	09-22	24204296265000311246217	SPOTIFY AD STUDIO 877-7781161 NY P.O.S.: P4725FBA28 SALES TAX: 0.00	503.03
09-22	09-21	24793386264000617122093	FACEBK *ABGM55S464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-23	09-22	24793386265002504165218	FACEBK *SR9LR42564 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-23	09-22	74055236265878948988967	IDVILLE EAST GRAND RA MI P.O.S.: BO0O1291503B SALES TAX: 75.76	1,053.26CR
09-24	09-23	24036296266716110221936	GOOGLE *ADS9121351564 650-253-0000 CA P.O.S.: ROEGAV6K7RRR7RX65 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
09-24	09-23	24793386266000926226229	FACEBK *5P9A26E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-25	09-24	24064666268100002897979	YOURBOOKSTOP WWW.YOURBOOKS WY P.O.S.: ch3bt0jat21035k SALES TAX: 0.00	99.99
09-25	09-24	24064666268100003570492	YOURBOOKSTOP WWW.YOURBOOKS WY P.O.S.: ch330jat218a SALES TAX: 0.00	99.99
09-25	09-24	24755426267272671124631	CALIFORNIA STATE UNIVERSI 562-9514596 CA P.O.S.: 121839579488 SALES TAX: 0.00	1,076.25
09-25	09-25	24793386267000128795079	FACEBK *MYN3D5A464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-28	09-27	24692166270403479812522	HP *INSTANT INK 855-785-2777 CA P.O.S.: T_C2OMMBRS260927164447 SALES TAX: 0.00	2.20
09-28	09-26	24793386269000408852093	FACEBK *2PCBC6J464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-28	09-27	24793386270000726647214	FACEBK *44A3Y5S464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-29	09-28	24755426272152724006295	SMART LEVELS MEDIA 949-5400500 CA P.O.S.: OR444987 SALES TAX: 0.00	524.74
09-29	09-28	24793386271002718768080	FACEBK *BZZSN6E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-30	09-29	24755426272272723525622	PARADISE DRINKING WATERS 999-9999999 CA P.O.S.: CCP26092904550219 SALES TAX: 0.00	69.10
09-30	09-29	24793386272000729904065	FACEBK *VMTCY5A464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
			Total Purchasing Activity	$108,469.10

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-03	09-01	24445006245500612543920	PY *STOR IT CLOVIS 559-324-9675 CA P.O.S.: 77c2be4c-c992-4 SALES TAX: 9.28	116.00
09-07	09-03	24011336247900019741262	RENAISSANCE NEWPORT BEACH 949-4762001 CA P.O.S.: 20260903093229030 SALES TAX: 0.00	2,971.29
09-14	09-12	24692166255409089988155	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	47.04
09-18	09-17	24009586261600210856464	BOOMERS VISALIA 559-635-7275 CA P.O.S.: 7896732508566263804888 SALES TAX: 0.00	4,497.50
09-21	09-19	24692166262405793284676	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	53.90
09-21	09-19	24793386261005966523224	HOTELCOM73547504826846 877-7877186 WA P.O.S.: HOTELCOM73547504826846 SALES TAX: 0.00	120.30
09-21	09-19	24793386262001074341228	HOTELCOM73547540176001 877-7877186 WA P.O.S.: HOTELCOM73547540176001 SALES TAX: 0.00	196.20
09-21	09-19	24793386262001076736227	HOTELCOM73547535064885 877-7877186 WA P.O.S.: HOTELCOM73547535064885 SALES TAX: 0.00	196.20

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-21	09-19	24793386262001078726226	HOTELCOM73547538512628 877-7877186 WA P.O.S.: HOTELCOM73547538512628 SALES TAX: 0.00	231.61
09-21	09-19	24793386262001264605226	HOTELCOM73547552520444 877-7877186 WA P.O.S.: HOTELCOM73547552520444 SALES TAX: 0.00	268.89
09-21	09-19	24793386262001267075229	HOTELCOM73547556911030 877-7877186 WA P.O.S.: HOTELCOM73547556911030 SALES TAX: 0.00	196.20
09-25	09-25	24793386268000956613229	HOTELCOM73551817071420 877-7877186 WA P.O.S.: HOTELCOM73551817071420 SALES TAX: 0.00	205.41
09-25	09-25	24793386268000960790229	HOTELCOM73551815225827 877-7877186 WA P.O.S.: HOTELCOM73551815225827 SALES TAX: 0.00	210.15
09-25	09-23	24943006267511144027761	GRAND HYATT SAN DIEGO 6192321234 CA 19421291906192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	24943006267511144027977	GRAND HYATT SAN DIEGO 6192321234 CA 19401301676192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	24943006267511144028686	GRAND HYATT SAN DIEGO 6192321234 CA 19421313236192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	24943006267511144030740	GRAND HYATT SAN DIEGO 6192321234 CA 19451313056192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	24943006267511144032712	GRAND HYATT SAN DIEGO 6192321234 CA 19451340546192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	24943006267511144033025	GRAND HYATT SAN DIEGO 6192321234 CA 19411377826192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	24943006267511144034403	GRAND HYATT SAN DIEGO 6192321234 CA 19411493616192321234 ARRIVAL: 09-20-26	1,040.01
09-28	09-25	24692166269402278386160	SOUTHWES 5262404293286 800-435-9792 TX BRANSON/CALVIN GRANT DEPART: 10-12-26 P.O.S.: SALES TAX: $0.00 SLC WN P PHX WN P BUR WN P LAS WN P SLC	1,376.78
09-28	09-26	24692166269402477924456	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	72.36
09-29	09-28	24793386271005085276223	HOTELCOM73554400435468 877-7877186 WA P.O.S.: HOTELCOM73554400435468 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005085301229	HOTELCOM73554405056866 877-7877186 WA P.O.S.: HOTELCOM73554405056866 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005086543225	HOTELCOM73554396699014 877-7877186 WA P.O.S.: HOTELCOM73554396699014 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005089943224	HOTELCOM73554399227063 877-7877186 WA P.O.S.: HOTELCOM73554399227063 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005090171229	HOTELCOM73554393275252 877-7877186 WA P.O.S.: HOTELCOM73554393275252 SALES TAX: 0.00	210.15
09-29	09-28	24793386271005091578224	HOTELCOM73554402379441 877-7877186 WA P.O.S.: HOTELCOM73554402379441 SALES TAX: 0.00	210.15
09-29	09-28	24793386271005091752225	HOTELCOM73554403677888 877-7877186 WA P.O.S.: HOTELCOM73554403677888 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005198129228	HOTELCOM73554422440437 877-7877186 WA P.O.S.: HOTELCOM73554422440437 SALES TAX: 0.00	173.30

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-29	09-28	24793386271005198626223	HOTELCOM73554411287031 877-7877186 WA P.O.S.: HOTELCOM73554411287031 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005200575228	HOTELCOM73554412712457 877-7877186 WA P.O.S.: HOTELCOM73554412712457 SALES TAX: 0.00	210.15
09-29	09-28	24793386271005203507228	HOTELCOM73554420554495 877-7877186 WA P.O.S.: HOTELCOM73554420554495 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005204976224	HOTELCOM73554417069261 877-7877186 WA P.O.S.: HOTELCOM73554417069261 SALES TAX: 0.00	205.41
09-29	09-28	24793386271005205228229	HOTELCOM73554408597468 877-7877186 WA P.O.S.: HOTELCOM73554408597468 SALES TAX: 0.00	173.30
09-30	09-28	24692166272405098488129	SOUTHWES 5262405051477 800-435-9792 TX GOMEZ/SONIA RODRIGUE DEPART: 10-14-26 P.O.S.: SALES TAX: $0.00 PHX WN N SNA WN N PHX	708.80
09-30	09-28	24692166272405098488137	SOUTHWES 5262405066018 800-435-9792 TX KELLY/MICHAEL STERLI DEPART: 10-13-26 P.O.S.: SALES TAX: $0.00 SNA WN J OAK WN J SNA	466.80
09-30	09-30	24793386273000654725229	HOTELCOM73555236274602 877-7877186 WA P.O.S.: HOTELCOM73555236274602 SALES TAX: 0.00	192.78
09-30	09-30	24793386273000655158222	HOTELCOM73555235435218 877-7877186 WA P.O.S.: HOTELCOM73555235435218 SALES TAX: 0.00	205.41
09-30	09-30	24793386273000657764225	HOTELCOM73555237323826 877-7877186 WA P.O.S.: HOTELCOM73555237323826 SALES TAX: 0.00	178.98
			Total Travel Activity	$22,413.00

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-03	09-03	24000776246100018451879	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UBVsmCfE6kTeyiRh9C7t4E SALES TAX: 0.00	257.55
09-07	09-06	24000776249100023055308	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UCg7MCfE6kTeyiRCMDqE9D SALES TAX: 0.00	251.26
09-10	09-09	24000776252100038300776	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UDpUvCfE6kTeyiRe57WnYp SALES TAX: 0.00	258.91
09-14	09-13	24000776256100005360650	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UF0xPCfE6kTeyiRB3t1MgF SALES TAX: 0.00	252.36
09-16	09-16	24000776259100015518104	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UGCpVCfE6kTeyiRNBZSU04 SALES TAX: 0.00	251.43
09-21	09-19	24000776262100030839407	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UHQQTCfE6kTeyiR9FzNypZ SALES TAX: 0.00	258.53
09-23	09-22	24000776266100005288180	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UIcwgCfE6kTeyiRxCxS2pP SALES TAX: 0.00	251.43
09-25	09-24	24430996267907353005799	APPLE.COM/BILL 800-275-2273 CA P.O.S.: 76200496 SALES TAX: 0.00	2,499.80
09-28	09-26	24000776269100010147063	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UJksVCfE6kTeyiRrfmaNxM SALES TAX: 0.00	207.83

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ACCT. NUMBER: [redacted] CALOPS

INDIVIDUAL CARDHOLDER ACTIVITY

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-29	09-29	24000776272100008097325	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UKp9ACfE6kTeyiRuKuBtxL SALES TAX: 0.00	214.06
			Total Miscellaneous Activity	$4,703.16

Coversheet

Ratification of Special Education Service Contracts (to follow)

Section: V. Consent Items
Item: F. Ratification of Special Education Service Contracts (to follow)
Purpose: Vote
Submitted by:
Related Material:
261013 SPED Contracts.pdf
ACES 2026-27 SPED Master Contract CalOPS Addendum- FULLY EXECUTED 2026-09-05.pdf
Raincross 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-09-28.pdf
Juntos 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-09-08.pdf
Spindle 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-09-17.pdf
CTS 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-09-02.pdf
Access 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-03.pdf
TheraStaffers 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-02.pdf
JTC 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-10.pdf
DHH ES 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-04.pdf
SPEAK 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-11.pdf
C4AT 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-09-08.pdf
Amergis 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-08-14.pdf

California Online Public Schools

SPED Contracts

October CalOPS Board Meeting

CONTRACT RENEWALS	
2026-27 SERVICE PROVIDERS/CONTRACTS	**FULLY EXECUTED DATE**
Amergis Healthcare Staffing, Inc.	8/14/2026
TheraStaffers	9/2/2026
CTS (Community Therapy Services, LLC)	9/2/2026
Access Language Connection, Inc.	9/3/2026
Deaf and Hard of Hearing Educational Solutions, Inc.	9/4/2026
C4AT (Center for Accessible Technology)	9/8/2026
Juntos Con Speech Therapy (Non-NPA)	9/8/2026
John Tracy Center	9/10/2026
SPEAK! Speech & Language Therapy, Inc.	9/11/2026
Spindle (Non-NPA)	9/17/2026

NEW CONTRACTS	
2026-27 SERVICE PROVIDERS/CONTRACTS	**FULLY EXECUTED DATE**
Raincross Optometry (Non-NPA)	9/28/2026

NEW ADDENDA		
2026-27 SERVICE PROVIDERS/CONTRACTS	**ADDENDUM NOTES**	**FULLY EXECUTED DATE**
ACES Clinics, Inc.	Interpreter Services	9/5/2026

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 **ACES Clinics, 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**.

ACES Clinics, Inc. will bill Interpreting Services at $150 per hour with a 2 hour minimum.

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.

Signature: Signed by: Jenny Elomaa 4E1AF270056A45F...
Printed Name: Jenny Elomaa
Title: Coordinator
NPA/S: ACES Clinics, Inc
Dated: 09/04/2026

Signature: Signed by: Mackenzie Duran 5CF7080748C6400...
Printed Name: Mackenzie Duran
Title: Director of Student Services
LEA: California Online Public Schools
Dated: 09/05/2026

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the **17th** of **September**, 2026 by and **Raincross Optometry**, 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 **Vision Therapy** services rendered by qualified, **Optometrist**.
   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 **9/17/26**, 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 **Vision 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 **Optometrist** at a rate of $ **100.00 per hour for on going services and $100.00 per hour for IEP meeting attendance.**
   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. **Initial** AS

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.

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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.

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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.

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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.
   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.

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ii. Insurance/License:
   a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: $2,000,000. Per occurrence and $4,000,000 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.

iii. 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.

iv. 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.

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Additional Terms

No Show/Late Cancellation Policy: No shows or cancellations done less than 24 hours in advance will be billed in full for the session

Visual Efficiency Examinations/Progress evaluations: $150/session

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: 09/24/2026

Signature Signed by: Mackenzie Duran
5CF7080748C0400...

VENDOR
By: Raincross Optometry
Name: Ashley Suplee
Title: Optometrist/Owner
Date: 09/28/2026

Signature Signed by: Ashley Suplee
11E8006F61634B6...

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 8 of September, 2026 by and **Juntos Con Speech Therapy**, 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 **Speech Therapy** services rendered by qualified, **Speech and Language Pathologist.**
   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 **9/08/26**, 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 **Speech 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 **SLP** at a rate of $ **100** per hour.
   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.

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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 DM

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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 DM

Initial_____

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 DM

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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** Initial DM
   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** Initial DM

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 DM **Initial**

Additional Terms
No Show/Late Cancellation Policy: $50 fee for cancellations made with less than 24 hour notice or no shows.

IEP Meeting Attendance: Provider's Hourly Rate

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: 09/05/2026

Signature Signed by: Mackenzie Duran 5CF7080748C6400...

VENDOR
By: Juntos Con Speech Therapy
Name: Dinaris Mojica
Title: Speech Language Pathologist
Date: 09/08/2026

Signature Signed by: Dinaris Mojica 8E4B5A60EF084FD...

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 8th of September 2026 by and **Go Spindle, LLC** , 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 **SAI** services rendered by qualified, **Education Specialist**.
   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 **9/8/26**, 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 **SAI** 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 **Education Specialist** at a rate of *$387.00 per hour for direct services and at $109 per hour for IEP Meeting attendance.*
   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.

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California Online Public Schools

d. Invoices must be submitted bi-weekly 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_____

e. Invoice review and payment terms shall be thirty (30) business days from the date a complete and accurate invoice is received. All references to a 30 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_____

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 Initial_____

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.
   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_____

Initial_____

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_____

Additional Terms

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

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: 09/11/2026

Signature Signed by: Mackenzie Duran 5CF7080748C6400...

VENDOR
By: Spindle
Name: Will Redding
Title: Vice President
Date: 09/17/2026

Signature Signed by: 4EDBD1E837BE40D...

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of **September 2, 2026** by and **Community Therapy Services, LLC**, 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 **Occupational Therapy** services rendered by qualified, **Occupational 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 **September 2, 2026**, 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 **Occupational 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 **Occupational Therapist** at a rate of, **(see attached rate sheet).**
   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.

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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.

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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 MC

Initial_____

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 MC

Initial_____

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** Initial 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** Initial 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** Initial MC

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Community Therapy Services, 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)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$146	hour ($73 minimum charge)
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	**$146**	**hour ($73 minimum charge)**
Evaluation (initial evaluation and reevaluation)	**$510**	**flat rate**
Record Review Evaluation	**$146**	**flat rate**

- Progress Reports (1x per semester, up to two per school year near the end of each semester) **$50.00 per student**
- Student Supplies/Tool Kit Fee (maximum one time per semester) **$100.00 each**

- No show/less than 24 hour cancellation: $73 flat rate (equivalent to thirty-minute session)

Additional Terms

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 MC

Initial

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: 09/01/2026

Signature Signed by: Mackenzie Duran
5CF7080748C6400...

VENDOR
By: Community Therapy Services, LLC
Name: Melanie Criss
Title: Owner
Date: 09/02/2026

Signature Signed by: Melanie Criss
AA2DE4EF7D52456...

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:

Access Language Connection, 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
Access Language Connection, 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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
Access Language Connection, Inc **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: William Sylliaasen-Lee 9755E9034A224AE... 09/03/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 09/03/2026 **Signature** **Date**
William Sylliaasen-Lee **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:**
William Sylliaasen-Lee, CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Access Language Connection, Inc **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
3820 California Avenue **Address**	33272 Valle Road **Address**
Carmichael CA 95608 **City State Zip**	San Juan Capistrano CA 92675 **City State Zip**
2095530953 NA **Phone Fax**	(949) 873-4312 (949) 240-7895 **Phone Fax**
scheduler@accesslanguage.net **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: Access Language Connection, 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) **(Signing Para Educator)**	$61.50	Hour/ 2 hour minimum
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)	$150.00	Hour/ 2 hour minimum

Interpreter Services (715) **Sign Language Interpreter** **Deaf Interpreter**	$92.50	Hour/ 2 hour minimum
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755) **CART Services**	$150.00	Hour/ 2 hour minimum
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
HI Evaluation	$190.00	Hour/ 2 hour minimum

No Show/Late Cancellation Policy: Less than 24 cancellations will be billed for full time scheduled

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 WENSL

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 WENSL

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 WENSL

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
WEWSL

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
WEWSL

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)							

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:

TheraStaffers

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 TheraStaffers (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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
Thera-Staffers **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Michelle Miller 7A3F0BD97F33443... 09/02/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 09/01/2026 **Signature** **Date**
Michelle Miller **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:**
Michelle Miller, CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Thera-Staffers **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
30 E. Altarinda Dr. **Address**	33272 Valle Road **Address**
Orinda CA 94563 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
5169961543 n/a **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
therastaffers@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: TheraStaffers
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)	114.00 (Virtual) / 130.00 (In-person) - SLP 85.00 (Virtual) / SLPA)	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)	114.00 (Virtual) / 130.00 (In-person) - OT 85.00 (Virtual) / COTA)	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	**114.00**	**Hour**
Speech and OT Evals (Virtual) **Speech and OT Evals (In-person)**	**460.00** **600.00**	**Flat Rate**

- No Show/Late Cancellation Policy: Cancellations with less than 24 hours' notice will be billed at the providers hourly rate.

- Progress Reports (1x per semester, up to two per school year near the end of each semester) $25.00 per report

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 MM

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 MM

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 MM

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_____

Thera-Staffers Rate Sheet

Direct Services (per student) SLP/OT	$114	Per Hour
Direct Services (per student) SLPA/COTA	$85	Per Hour
Evaluation (SLP/OT)	$460	Flat Rate
In-Person Services (SLP/OT)	$130	Per Hour
In Person Evaluation (SLP/OT)	$600	Flat Rate
IEP Attendance	$114	Per Hour

Hourly rate paid for direct services and for no-shows/student cancellations within 24 hours

$25 per student paid 2x per year for completed progress reports

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:

John Tracy Center-Los Angeles

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
John Tracy Center-Los Angeles
(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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
John Tracy Center	California Online Public Schools
Nonpublic School/Agency	**LEA Name**
By: Signed by: Bridgette Klaus 3943EBEC7D60472... 09/10/2026	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 09/09/2026
Signature **Date**	**Signature** **Date**
Bridgette Klaus, Chief Programs Officer	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:**
Cecilia Vanin	Mackenzie Duran, Director of Student Services
Name and Title	**Name and Title**
Chief Operating Officer	California Online Public Schools
Nonpublic School/Agency/Related Service Provider	**LEA**
2160 West Adams Boulevard	33272 Valle Road
Address	**Address**
Los Angeles CA 90018	San Juan Capistrano CA 92675
City State Zip	**City State Zip**
213-863-9946 213-749-1651	(949) 873-4312 (949) 240-7895
Phone Fax	**Phone Fax**
cvanin@jtc.org	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: John Tracy Center-Los Angeles
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)	$213.77	Hour/ 30 min minimum
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)	$188.83	Hour/ 1 hour minimum
Counseling and Guidance (515)	$188.83	Hour/ 1 hour minimum
Parent Counseling (520)	$188.83	Hour/ 1 hour minimum
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)	$213.77	Hour/ 30 min minimum
Specialized Deaf and Hard of Hearing (710)	$213.77	Hour/ 30 min minimum

Interpreter Services (715)		
Audiological Services (720)	$245.44	Hour/ 1 hour minimum
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	$224.57	Hour/ 1 hour minimum

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 Bk

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 Bk

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 Bk

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 Bk

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 Bk

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.

AVT Initial or Triennial Assessment	$1,038.85 flat rate
Educational Audiological Assessment	$549.98 flat rate
DHH Initial or Triennial Assessment	$1,038.85 flat rate
SLP Initial or Triennial Assessment	$1,038.85 flat rate

JOHN TRACY CENTER

The leading diagnostic and educational center for children with hearing loss

NPA/NPS FEES

2026-27 Special Education and Related Fees

Effective Date: July 1st, 2026, through June 30th, 2027

NPA

Services and Related Services	Fees			Time Allotment (i.e. per hour, day, or month?)
	Individual	Group	Consult	
EDUCATIONAL SERVICES				
Specialized Services for Low Incidence DHH Itinerant	$213.77			Per hour (Minimum 30 minutes session)
Specialized Services for Low Incidence LSL/ AVT	$213.77			Per hour (Minimum 30 minutes session)
Speech and Language Pathology (SLP)	$213.77			Per hour (Minimum 30 minutes session)
Specialized Academic Instruction (SAI) Literacy Instruction	$213.77			Per hour (Minimum 30 minutes session)
ADDITIONAL EDUCATIONAL SERVICES				
Independent Education Evaluation (IEE) (DHH, LSL/SLP)	$1,800.00			Includes Assessment Report, Presentation of Report
DHH Initial or Triennial Assessment	$1,038.85			Includes Assessment, Classroom Observation, Report, and IEP
AVT Initial or Triennial Assessment	$1,038.85			Includes Assessment, Report, and IEP
SLP Initial or Triennial Assessment	$1,038.85			Includes Assessment, Report, and IEP
Additional IEP Meeting	$224.57			Per hour (1 Hour Minimum)
School In-service Presentation	$305.77			Per hour (1 Hour Minimum)
School Staff Consultation	$213.77			Per hour (30 minutes Minimum)
COUNSELING				
Counseling and Guidance Services	$188.83			Per hour (1 Hour Minimum)
Parent Counseling and Training	$188.83			Per hour (1 Hour Minimum)
AUDIOLOGY SERVICES-IN PERSON SERVICES				
Comprehensive Audiological Evaluation – Diagnostic	$549.98			Per appointment
Audiology Consultation – IFSP/IEP			$245.44	Per hour (1 Hour Minimum)
Audiology Consultation – Equipment and/or Inservices			$122.24	Per 30 minutes. (more time might be needed and charged accordingly)
Functional Gain Evaluation (Aided)	$120.00			Per session
Functional Listening Evaluation (In-person/Hybrid education)	$250.00			Per session
AUDIOLOGY SERVICES-VIRTUAL SERVICES				
Virtual Learning Functional Evaluation	$120.00			Per session
Audiology Remote Counseling/Consultation	$25.00			Per 15 minutes
Review of Records-Report ONLY (NO IEP attendance)	$130.00			Per report
AUDIOLOGY SERVICES-EQUIPMENT & TECHNOLOGY SERVICES				
Temporary Earmold (one)	$40.00			Per earmold
Hearing Aid or HAT Loaner for school use	$60.00			Per month, per device

Revised March 2026 –

2160 West Adams Blvd. Los Angeles, CA 90018– ph (213) 748-5481 – fax (213) 749-1651 – web@jtc.org– www.jtc.org

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NPA/NPS FEES

Loaner Hearing Aid Deposit (must be enrolled in JTC services)	$100.00			Per device
Hearing Aid Check & Verification Measures	$60.00			Per device/per session

NPS

Designated Instruction and Related Services	Fees			Time Allotment (i.e. per hour, day, or month?)
	Individual	Group	Consult	
Specialized Academic Instruction (SAI)		$197.46 or $208.66		3-hour day or 6-hour day
Specialized Academic Instruction-Extended School Year (ESY)		$197.46 or $208.66		3-hour day or 6-hour day
Specialized Services for Low Incidence (LI) (DHH)	$213.77			Per hour
Specialized Services for Low Incidence (LI) (AVT)	$213.77			Per hour
Language and Speech Development and Remediation*(SLP)	$207.54			Per hour
Counseling and Guidance Services	$188.83			Per hour (1 Hour Minimum)
Parent Counseling and Training	$188.83			Per hour (1 Hour Minimum)

Revised March 2026 –

2160 West Adams Blvd. Los Angeles, CA 90018– ph (213) 748-5481 – fax (213) 749-1651 – web@jtc.org– www.jtc.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

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:

Deaf and Hard of Hearing Educational Solutions, 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
Deaf and Hard of Hearing Educational Solutions, 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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
Deaf & Hard of Hearing Educational Solutions	California Online Public Schools
Nonpublic School/Agency	**LEA Name**
By: Signed by: Carla White 41857BA0372344A... 09/04/2026	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 09/03/2026
Signature **Date**	**Signature** **Date**
Carla White	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:**
Audrey Flowers	Mackenzie Duran, Director of Student Services
Name and Title	**Name and Title**
Deaf & Hard of Hearing Educational Solutions	California Online Public Schools
Nonpublic School/Agency/Related Service Provider	**LEA**
5101 Dumont Place	33272 Valle Road
Address	**Address**
Woodland Hills California 91364	San Juan Capistrano CA 92675
City State Zip	**City State Zip**
8183995223 N/A	(949) 873-4312 (949) 240-7895
Phone Fax	**Phone Fax**
dhheducationalsolutions@gmail.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: Deaf and Hard of Hearing Educational Solutions, 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)	$145.00	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)		
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)	$145.00	Hour

Interpreter Services (715)		
Audiological Services (720)	$175.00	Hour
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	$175.00	Hour
Audiological Assessments	$175.00	Hour

No Show Policy: Bill for the first 15 minutes

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 CW

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 CW

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 CW

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 CW

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 CW

Initial

Deaf and Hard of Hearing Educational Solutions 2026-2027

DHH Itinerant Services **$145/hour**

In-person DHH Itinerant Services (when possible) & Remote DHH Itinerant Services

Onboarding Services Include

- Review current IEP
- Review other available records or data on student performance
- Parent Interview
- Collect Teacher Input
- Consultation with other school-based providers that the student receives support from, such as, Language and Speech
- Provide recommendations related to accommodations, strategies and services
- Coordinate schedules and services

Auditory Verbal Therapy (AVT) Assessments and Ongoing AVT Sessions **$175 / hour**

Speech & Language Therapist **$145/hour**

Educational Audiologist **$175/hour**

Report of Audiologic Evaluations, summarized Reports, Hearing Technology Consultation, General Consultation & IEP's

Independent Educational Evaluations: **Independent Educational Evaluations**

(DHH, DHH-Signing, Auditory Verbal Therapy and Language and Speech **$175/hour**

Consultation & IEP Meetings **$175/hour**

IEP Support & Meetings: When provided as a stand-alone service without DHH Itinerant Services; otherwise included in DHH Itinerant Services. Often, for students who have been/are without a DHH teacher. Due to educator shortages, when a DHH Itinerant teacher cannot be found, we can provide occasional or ongoing support (weekly, every other weekly, monthly or as needed), IEP Review and consultation with staff members who can be designated to support the student with a hearing loss (RSP teacher, Instructional Aide, etc.). This can be provided in a variety of ways, i.e. email communication, PowerPoint, handouts, phone/Zoom.

- Review current IEP
- Review other available records or data on student performance
- Parent Interview
- Collect Teacher Input
- Consultation with other school-based providers that the student receives support from, such as, Language and Speech
- Provide recommendations related to accommodations, strategies and services
- Write IEPs
- Annuals and Triennial IEP preparation & attendance

Deaf and Hard of Hearing Role Model Program **$150/session**

We will curate a variety of guest speakers who are Deaf or Hard of Hearing via Zoom for students, parents and/or staff to 'meet' other individuals with hearing loss, hear about their experiences and have an opportunity to ask them questions. Meeting successful Deaf/Hard of Hearing adults can benefit students, their parents and the staff who work with our students. Many students, especially those from rural areas, report that they have never met an adult who has a hearing loss! This can be an inspiring and rewarding experience and is important for social emotional development and positive self-identity.

DHH Case Manager (A La Carte)

$150/hour

Overseeing IEPs, SEIS, Welligent, developing IEPs, holding IEP meetings, managing DHH services, etc.

Deaf & Hard of Hearing Pen Pal Program **$125/month**

We will connect two students who have a hearing loss and coordinate and oversee a pen pal relationship. This could be students from the same district or from other districts we serve. Knowing and having a connection with other students with a hearing loss is critical for social emotional development. Provided with parent permission as an added activity outside of IEP DHH Service time.

Deaf & Hard of Hearing Dialogue Journal Partnerships **$125/mo per student**

Student participating in this program will be assigned a DHH Teacher to work with. It could be their DHH teacher (if we are providing DHH Services) or another DHH teacher within our network. Dialogue Journals are a proven way for students to increase their writing skills and self expression through adult modeling. These are not graded or corrected in any, rather the teacher is utilizing student writing and interests to provide opportunities for more in-depth written language skills and provide reinforcement of vocabulary and grammar through modeling written language in a back-and-forth style journal between teacher and student.

After School Tutoring (Remote) Rates vary by teacher **TBD**

Sign Language Development for Families (Remote) **TBD**

We can provide mini classes, review sessions, practice partners, etc. and connect parents with resources to meet their needs in the development of Sign Language

Parent Education Workshops **$175-$250/hour**

Live Zoom or prerecorded presentations
Covering topics, such as, communication & language development,
Understanding the IEP process, Understanding Audiograms, Assistive Technology in the Home, etc., or Individual Ongoing parent consultation & support. **An additional $400 flat fee will be charged for research and development of presentations**.

Dedicated Zoom Office Hours **$125/hour**

If you would like dedicated Zoom Office Hours by a DHH teacher, we can provide a dedicated day/time where any staff, parent or DHH student in your school, district or network can connect with us and ask us questions or get support.

Professional Development, Staff Training and Workshops **$250/hour**

We can customize a training, presentation or workshop for your staff on various topics related to working with students who are Deaf and hard of Hearing. We can provide training to support staff, general education teachers and other special education teachers who may be working with students who are Deaf and Hard of Hearing, but have no prior experience or education with students who have a hearing loss. These trainings are provided as a combination of prerecorded webinar training, live Zoom training, slide presentations and written materials. Training can be general, as well as, tailored to individual students or the specific needs of a district and/or family. **An additional $400 flat fee will be charged for research and development of presentations**.

Phone: Audrey Flowers 818.399.5223
Email: dhheducationalsolutions@gmail.com
Website: www.dhheducationalsolutions.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)							

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:

SPEAK! Speech & Language Therapy, 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
SPEAK! Speech & Language 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**, <u>including</u> 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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
SPEAK! Speech & Language Therapy, Inc.	California Online Public Schools
Nonpublic School/Agency	**LEA Name**
By: Signed by: E37298E11E1645B... 09/11/2026	**By:** Signed by: 5CF7080748C6400... 09/11/2026
Signature **Date**	**Signature** **Date**
Nakia Myles, President	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:**
Nakia Myles	Mackenzie Duran, Director of Student Services
Name and Title	**Name and Title**
SPEAK! Speech & Language Therapy, Inc.	California Online Public Schools
Nonpublic School/Agency/Related Service Provider	**LEA**
12415 Norwalk Blvd #59002	33272 Valle Road
Address	**Address**
Norwalk CA 90650	San Juan Capistrano CA 92675
City **State** **Zip**	**City** **State** **Zip**
(562) 584 - 1951 (562) 584- 1951	(949) 873-4312 (949) 240-7895
Phone **Fax**	**Phone** **Fax**
nmyles@speak-speechandlang.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: SPEAK! Speech & Language 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)	**$123 (Individual)** **$103 (Group)**	**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)		
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	**$140**	**Flat Rate**
Speech and Language	**$650 (virtual) / $825 (in-person)**	**Flat Rate**
AAC Assessment	**$950 (virtual) / $1,150 (in-person)**	
Review of Records	**$400**	

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 50% of the providers hourly rate for virtual sessions. In-person sessions will be billable at the providers hourly rate.

- Cancellation of Indirect/Consultation sessions will not be billable.

- IEP meeting cancellation will be billable up to 1 hour of the providers hourly rate.

- Travel, Current IRS Mileage Rate

SPEAK! Speech & Language Therapy, Inc.
12415 Norwalk Blvd., #59002
Norwalk, CA 90650
info@speak-speechandlang.com
(562) 584-1951

2026–2027 NPA Services Rate Sheet

Direct Therapy Services (415 Language and Speech)

- **Virtual Individual Speech Therapy or Indirect Consultation: $123/hour**
- **Virtual Individual Direct AAC Therapy or Indirect Consultation: $123/hour**
- **Virtual Group Speech Therapy (per student): $103/hour**
- **No Show / Late Cancellation:** 50% of scheduled session rate

---

Evaluation Services: Virtual
(415 Language and Speech; Other-900)

- **Speech & Language Evaluation: $650**
  Includes record review, assessment, scoring, and report writing
- **Bilingual Spanish/English Speech & Language Evaluation: $850**
  (Includes bilingual assessment administration, cross-linguistic analysis, and clinical interpretation)
- **Augmentative & Alternative Communication (AAC) Evaluation: $950**
  Includes comprehensive record review, feature matching, device consideration, caregiver/team input, and report writing

---

Evaluation Services: In-Person –Travel-Based
(415 Language and Speech; Other-900)

- **Speech & Language Evaluation: $825** + Federal Mileage Reimbursement
- **AAC Evaluation: $1,150** + Federal Mileage Reimbursement

Review of Records (ROR) (415 Language and Speech; Other-900)

- **Review of Records Only Evaluation: $400**
  (Applicable when authorized by LEA in lieu of a full evaluation)

IEP and Other Meetings Services (Other-900)

- **IEP Meeting Attendance: $140/hour**
  Billed in 15-minute increments

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:

Center For Accessible Technology

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
Center For Accessible Technology
(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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
Center for Accessible Technology **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Lisa A Stringer 452A560D241C454... 9/8/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 08/27/2026 **Signature** **Date**
Lisa A Stringer, Executive 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:**
Jill Gorman, Director of Operations **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Center for Accessible Technology **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
3075 Adeline Street #220 **Address**	33272 Valle Road **Address**
Berkeley CA 94703 **City State Zip**	San Juan Capistrano CA 92675 **City State Zip**
510-841-3224 **Phone Fax**	(949) 873-4312 (949) 240-7895 **Phone Fax**
jgorman@c4at.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: Center For Accessible Technology
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)		

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	170.00	Hour
AT/AAC Assessments	170.00	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 LAS

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 LAS

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 LAS

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 LAS

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 LAS

Additional Terms

No Show/Late Cancellation Policy: Cancellation Policy of less than 24 hours' will be billable at half of the providers hourly rate (plus travel time if applicable). A session will be considered a "no show" if client fails to attend the session without prior notice or arrives more than 15 minutes late without communication and will be billable at the providers hourly rate. Cancellations with more than 24 hours' notice is non-billable

Travel	$80.00 Hourly
Reports	$170.00 Hourly
Consultation	$170.00 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)							

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:

Amergis Healthcare Staffing, 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 Amergis Healthcare Staffing, 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 (10th) 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10th) 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**
Amergis Healthcare Staffing **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Austin Koehn FEDE1EC502774F3... 14-Aug-26 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 08/13/2026 **Signature** **Date**
Austin Koehn Assistant Controller **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:**
Austin Koehn Assistant Controller **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Amergis Healthcare Staffing **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
7223 Lee Deforest Drive **Address**	33272 Valle Road **Address**
Columbia MD 21046 **City State Zip**	San Juan Capistrano CA 92675 **City State Zip**
8,888,001,854.00 0.00 **Phone Fax**	(949) 873-4312 (949) 240-7895 **Phone Fax**
aukoehn@amergis.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: Amergis Healthcare Staffing, 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) **Paraprofessionals**	42.00	HOUR
Language and Speech (415)		
Adapted Physical Education (425)	110.00	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)	120.00	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)	48.00	HOUR
Audiological Services (720)	100.00	HOUR
Specialized Vision Services (725)	120.00	HOUR
Orientation and Mobility (730)	120.00	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	Providers Hourly Rate	
ASL Interpreter	$70	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: ak

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: ak

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 ___ Initial: ak

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 ak

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 ak

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 ak

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 ak

Additional Terms

No-show or late cancellation notice (given two or less hours prior to scheduled meeting/session) will be billable at the provider's hourly rate

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

Service	Rate per Hour
ACSW/AMFT	$75
APE Teacher	$90
ASL Interpreter	$70
Audiologist	$100
BCBA	$120
FBA, IEP, Assessment	$120
Behavioral Aide/Technician	$52
C.N.A./Health Aide/MA	$45
Clerical/administrative assistant	$42
Credentialed RN (CRN)	$120
Prelim Credentialed RN (CRN)	$95
Custodial/Janitorial	$38
Food Service Specialist	$38
General Education Teacher	$75
Instructional Aide/School Aide	$42
LCSW/LMFT	$90
LVN	$63
Orientation Mobility Specialist / Visual Education Specialist / Deaf and Hard-of-Hearing (DHH) Teacher	$120
OT/PT	$105 - 120
Principal/HR Director	$120 - 130
RN (non-credentialed)	$85
School Counselor	$75
School Psychologist	$105 - 120
SLP	$110 - 135
SLPA/COTA	$80
SPED Teacher – Mild/Mod and Resource Specialist	$85 - 95
SPED Teacher – Mod/Severe and Early Childhood	$110
Substitute SPED Teacher (Temporary certification)	$75
Assessment APE Teacher	$110

5. **Out of School Time and Off-Site School Time**. Rates charged for Work rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.

6. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).

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7. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

8. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.

9. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.

10. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

11. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

12. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

13. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

14. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

15. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.

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ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

1. **For all Personnel submitted to Customer under the Agreement, Amergis will:**
   - **a.** Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
   - **b.** Verify current license, registration, or certification for the Services to be provided, if applicable to role;
   - **c.** Verify relevant professional and specialty experience, as requested by Customer;
   - **d.** Confirm Personnel are authorized to work;
   - **e.** Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry;
   - **f.** Verify skills checklist of competencies for the position and exam;
   - **g.** Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations.
2. **Upon written request by Customer, Amergis will provide Customer with the following:**
   - **a.** Reasonable proof of previous employment;
   - **b.** Education verification.
3. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

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ATTACHMENT "C"
WORKFORCE SOLUTION ADDENDUM

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management Services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of Services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based Services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.

2. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
   - **a.** Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
   - **b.** Contracting with Staffing Suppliers;
   - **c.** Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
   - **d.** Onboarding Contract Workers and providing assignment details;
   - **e.** Coordinating with Customer regarding Staffing Suppliers;
   - **f.** Verifying each Staffing Supplier has uploaded onboarding documentation;
   - **g.** Maintaining accurate and complete statuses; and
   - **h.** Validating submission of electronic timecards.

3. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.

4. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.

5. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.

6. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Services.

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7. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.

8. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

9. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.

10. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.

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ATTACHMENT "D"
AMERGIS TELETHERAPY PLATFORM

This Telehealth Platform Addendum ("Addendum") takes effect as of the date of the Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Access.** Subject to Customer's compliance with the terms herein, Amergis may, in its sole discretion, provide certain Teletherapy Personnel on assignment with Customer access to a third-party browser-based teletherapy platform ("Teletherapy Platform") for use with Customer's students. Customer and Amergis acknowledge and agree that the Teletherapy Platform serves a legitimate educational interest, including supporting instruction and permitted remote telehealth assessments and documentation of student progress.

2. **Equipment.** Customer will be responsible for providing students with a secure device to access the Teletherapy Platform (computer, tablet, or similar device with worker webcam and microphone) and internet access (together, "Device").

3. **Misuse.** Amergis is not responsible for the misuse of the Device or Teletherapy Platform by Customer or its students.

4. **Transfer of Educational Records.** Customer acknowledges and agrees that certain reports or similar documents generated by the Teletherapy Platform ("Teletherapy Records") may be classified as educational records under the Family Educational Rights and Privacy Act (FERPA).

   Amergis will use commercially reasonable efforts to facilitate the transfer of Teletherapy Records to Customer. Customer will establish and maintain a Secure File Transfer Protocol (SFTP) or equivalent secure transmission method that meets or exceeds prevailing industry standards for the protection of Teletherapy Records. Amergis is not responsible for any data security vulnerabilities or breaches arising from the transmission method selected or maintained by Customer. Customer will remain responsible for responding to and complying with applicable law regarding all requests to access educational records, including the Teletherapy Records.

5. **Permissible Use.** Amergis will access, use, view, store, maintain, or otherwise process Teletherapy Records solely to the extent reasonably necessary to: (i) support the provision of the teletherapy Services by Teletherapy Personnel; (ii) facilitate the secure transfer of the records to Customer; and (iii) comply with applicable laws and regulations and its internal policies regarding record retention (collectively, "Permissible Use").

   Amergis will not process Teletherapy Records for any purpose outside the scope of Permissible Use, including, without limitation, selling, licensing, or sharing such records with unauthorized third parties. Amergis has no obligation to Customer to retain the Teletherapy Records, and makes no guarantees to Customer regarding the retention of the Teletherapy Records.

6. **Standard of Care.** Amergis will protect the systems processing the Teletherapy Records in accordance with reasonable commercial practices and will use safeguards no less protective than those used to secure Amergis' own data of a similar type.

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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)

Approval Audit History

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Approval Audit History

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Approval Audit History

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Coversheet

Approval of Updated Educational Records and Student Information Policy (attached)

Section: V. Consent Items
Item: G. Approval of Updated Educational Records and Student Information Policy (attached)
Purpose: Vote
Submitted by:
Related Material:
Educational Records and Student Information Policy (4892-4697-0813.v1) eff 2024-25 Approved 24 0910 (2) (4933-5895-3936.v2).docx.pdf

California Online Public Schools

Educational Records and Student Information 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

Updated July 2024
Approved by CalOPS Board September 10, 2024
Updated October 2026

The Board of Directors of California Online Public Schools ("CalOPS" or "Charter School") adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by the Charter School.

Definitions

- "*Education Record*": An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio recordings, film, microfilm, and microfiche that directly relates to a student and is maintained by the Charter School or by a party acting for the Charter School in a manner connected to the student. Such information includes, but is not limited to:
    1. Date of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes.
    2. Grades, test scores, courses taken, academic specializations and school activities.
    3. Special education records.
    4. Disciplinary records.
    5. Medical and health records;
    6. Attendance records and records of past schools attended.
    7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

    An education record does not include any of the following:

    1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
    2. Records maintained by a law enforcement unit of the Charter School that were created by that law enforcement unit for the purpose of law enforcement.

3. In the case of a person who is employed by the Charter School but not in attendance at the Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee, and are not available for any other purpose.
4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the Charter School.
5. Records that only contain information about an individual after the individual is no longer a student at the Charter School.
6. Grades on peer-graded papers before they are collected and recorded by a teacher.
7. Other records not directly related with a particular student.

- "*Personally Identifiable Information*": Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the Charter School reasonably believes knows the identity of the student to whom the education record relates.
- "*Directory Information*": Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by the Charter School pursuant to the FERPA (20 U.S.C. § 1232g). The Charter 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.)

- "*Parent*": Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- "*Eligible Student*": Eligible student means a student who has reached eighteen (18) years of age.
- "*School Official*": A school official is a person employed by the Charter 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 Board of Directors of the Charter School. A school official also may include a volunteer for the Charter School or an independent contractor of the Charter School, consultant, vendor, or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of the Charter 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.
- *"Legitimate Educational Interest"*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Disclosure Of Directory Information

At the beginning of each school year, the Charter School shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to require that the Charter School not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify the Charter School in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. The Charter School will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, the Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by the Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that the Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental And Eligible Student Rights Relating To Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Superintendent. Within five (5) business days, the Charter School shall comply with the request.

1. Copies of Education Records

The Charter School will provide copies of requested documents within five (5) business days of a written request for copies. The Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

2. **Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director or designee to correct or remove any information in the student's education record that is any of the following:

a. Inaccurate.
b. Misleading.
c. In violation of the privacy rights of the student.

The Executive Director or designee will respond within thirty (30) days of the receipt of the request to amend. CalOps's response will be in writing and if the request for amendment is denied, CalOps will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record as described below.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.
If the Executive Director sustains the parent or eligible student's request to change the student's name and/or gender, Charter School shall add a new document to the student's record that includes all of the following information:

a. The date of the request.
b. The date the requested records were corrected.
c. A list of the records requested to be corrected.
d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
e. The name of the employee who completed the request.
f. The student's corrected and former names and/or genders.

Charter School shall immediately update a **former** student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

a. State-issued driver's license.
b. Birth certificate.
c. Passport.
d. Social security card.
e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student.

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

a. The date of the request.
b. The date the requested records were reissued to the former student.
c. A list of the records that were requested by, and reissued to, the former student.
d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
e. The name of the employee who completed the request.
f. The current and former name or gender of the former student.

3. Hearing to Challenge Education Record

If the Superintendent or designee denies a parent/guardian or eligible student's request to amend an education record, the parent/guardian or eligible student may, within thirty business (30) days of the denial, request in writing that the parent/guardian or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student. Notice of the date, time and place of the hearing will be sent by the Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

Parent/Guardian or Eligible Student Rights at the Hearing

- To present information and evidence concerning a clerical or recording error in the education record which needs to be corrected. The hearing is not an opportunity to review substantive decisions by CalOPS concerning evaluation of academic work or outcomes of disciplinary proceedings.
- To have the hearing adjudicated by a hearing entity that does not have a direct interest in the outcome of the hearing;
- To be advised by one or more individuals, including counsel at their own expense;
- To have a full and fair opportunity to present evidence concerning requested corrections to the

education record;

- To receive, within a reasonable period of time after the hearing, but not more than thirty (30) business days, a written decision based solely on the evidence provided at the hearing. The decision will include a summary of evidence and reasons for the decision; and
- To submit a statement into the student's education record commenting on the contested portion of the record which will be provided to any person who later views that portion of their education record, if the amendment is denied.

Charter School Rights and Responsibilities When a Hearing is Requested

- The Charter School shall appoint a neutral hearing entity that does not have a direct interest in the hearing outcome to preside over the hearing in accordance with FERPA requirements. The hearing shall in all respects be under the control of the hearing entity and shall not be subject to formal rules of evidence or procedure. The hearing entity may be either 1) a neutral hearing officer who is appointed by the Board Chair, and a Charter School employee, or 2) the Charter School Board of Directors.
- The Charter School shall deny a request for a hearing when the proposed amendment to the education record includes anything more than correcting clerical errors.
- The Charter School shall schedule a hearing within a reasonable time, but not more than thirty (30) business days, after receiving the hearing request.
- The Charter School shall provide evidence to the hearing entity to support the previous determination not to amend the student's education record.

Role of the Hearing Entity

- To allow the parent/guardian or an eligible student the opportunity to present evidence relevant to the issues raised. The hearing entity has the right to determine whether particular evidence presented is relevant to the record and issue(s) in question.
- To make their decision solely on the evidence presented at the hearing.
- To provide the parent/guardian or eligible student with a written decision, including a summary of the evidence and reason for the decision within a reasonable period of time after the hearing.

Outcome

If the hearing entity finds that the record is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the Charter School will amend the record accordingly. The parent/guardian or eligible student will be notified in writing of the correction. If the hearing entity finds that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the Charter School will notify the student of the right to place a statement in the record commenting on the contested portion of the record, or stating why the student disagrees with the decision not to amend, or both. The Charter School will maintain this statement with the contested portion of the student's education record for as long as the record is maintained. The statement will be disclosed whenever the Charter School is required to disclose the portion of the record to which the statement relates.

Disclosure Of Education Records And Directory Information

The Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent

or eligible student may request a copy of the disclosed records and the Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

The Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. The Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, the Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that the Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

The Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("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 Charter 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. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter 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 pursuant to Section (IV)(3) above;
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 Charter 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/or 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 the Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter 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 final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. The Charter School may disclose the final results of the disciplinary proceeding, regardless of whether the Charter School concluded a violation was committed.

Data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"[1]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[2]) 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.

Families are advised to visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

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.

Solicitation and Disclosure of Student Information for Immigration Purposes

Charter School shall observe the following:

1. Except as required by state or federal law or as required to administer a state or federally supported education program, the Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of students or their family members.
2. If the Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, the Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.

[1] 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.

[2] 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").

3. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, the Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

The Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.

4. The Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, the Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to release, the Charter School shall not release the information. The Charter School will permanently keep the consent notice with the record file.

The Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Charter School official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Contract for Digital Storage, Management, and Retrieval of Student Records

The Charter School may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

Record Keeping Requirements

The Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of the Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of the Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, the Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of the Charter School.

Student cumulative records may not be removed from the premises of the Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Superintendent, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202-8520

Record Retention

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- "*Mandatory Permanent Student Records*": must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
    1. Legal name of student
    2. Date of birth
    3. Method of verification of birth date
    4. Sex of student
    5. Name and address of parent of minor student
    6. Address of minor student if different than above
    7. An annual verification of the name and address of the parent and the residence of the student
    8. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
    9. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
    10. Verification of or exemption from required immunizations
    11. Date of high school graduation or equivalent

    The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
    1. 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 student, or a dependent adult student, or an adult student, or the custodian of records.
    2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
    3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
    4. Language training records
    5. Progress slips and/or notices
    6. Parental restrictions regarding access to directory information or related stipulations.
    7. Parental or adult student rejoinders to challenged records and to disciplinary action
    8. Parental authorizations or prohibitions of student participation in specific programs
    9. Results of standardized tests administered within the preceding three years

    The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *"Permitted Student Records"*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
    1. Objective counselor and/or teacher ratings
    2. Standardized test results older than three years
    3. Routine discipline data
    4. Verified reports of relevant behavioral patterns
    5. All disciplinary notices
    6. Attendance records not covered in 5 CCR § 400

    Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

4933-5895-3936, v. 2

Coversheet

Approval of Math Placement Annual Report (attached)

Section:	V. Consent Items
Item:	H. Approval of Math Placement Annual Report (attached)
Purpose:	Vote
Submitted by:	
Related Material:	CalOPS Math Placements 2025 Board Report 25_26SY .docx.pdf

REPORT TO THE BOARD OF DIRECTORS
CALIFORNIA ONLINE PUBLIC SCHOOLS
CalOPS 9th Grade Math Placements for 2025-2026
Presented October 14, 2025

Overview

This report is being provided as required by the Math Placement Policy adopted by the boards in 2016.

Data includes 823 students who enrolled in 9th grade prior to October 1, 2025. 99% of 9th grade students were enrolled in Algebra 1, Geometry, or Algebra 2, honors and non-honors versions of these courses were combined for the sake of streamlining data reporting. The few students enrolled in Precalculus and Honors Precalculus are included in the report where applicable. Data has been rounded to whole numbers for the ease of interpretation.

Table 1: Overall Math Placement Comparison 2024 vs 2025

Statewide, CalOPS 9th grade students were distributed across math placements in the following percentages. This table includes both 2024 and 2025 math placements as of October 1 of each year. Highlighted areas indicate the following information:

Green	When the school's representation in Algebra 1 has **decreased** in 2025 **OR** when the school's representation in Geometry/Algebra 2 has **increased** in 2025.
Red	When the school's representation in Algebra 1 has **increased** in 2025 **OR** when the school's representation in Geometry/Algebra 2 has **decreased** in 2025.

Course	2024	2025	Change
Algebra 1	60%	82%	22%
Geometry	32%	16%	-16%
Algebra 2	7%	1%	-6%

As a school, we are showing an increase in Algebra 1 placements, and a decrease in Geometry placements. This trend towards decreased placement in higher level math is an area to investigate and improve.

Placement Overall

If 8th graders take Algebra 1 and pass in 8th grade, then an on-track, college-bound student should take Geometry as a 9th grader. A student who takes Algebra 1 as a 9th grader would follow a traditional progression of Algebra 1, Geometry, Algebra 2, Pre-Calculus, and would still be on track for college acceptance. Students who start at Geometry in 9th grade would be able to qualify for an AP level course following a typical 4 year progression.

Table 2: Math Placements 2025 Student Group Distribution

Looking only at course level placements (combining honors and non-honors) gives a snapshot of where students are placed broken down by student group. The following table compares 2025 math placements only; representing the placement of student groups in the levels of math as compared to 2025 school-wide totals. Highlighted areas indicate the following information:

Blue	The percentage composition of that student group within CalOPS.

Green	When a student groups' representation in Algebra 1 is **lower** than the CalOPS distribution **OR** when a student groups' representation in Geometry/Algebra 2 is **higher** than the CalOPS distribution.
Yellow	When a student groups' representation in any math level is **equal** to the CalOPS distribution.
Red	When a student groups' representation in Algebra 1 is **higher** than the CalOPS distribution **OR** when a student groups' representation in Geometry/Algebra 2 is **lower** than the CalOPS distribution.

All CalOPS (honors and non-honors combined)	2024	Comparison to Total
American Indian or Alaskan Native	**1%**	
Algebra 1	100%	17%
Geometry	0%	-16%
Algebra 2	0%	-1%
Asian	**9%**	
Algebra 1	74%	-9%
Geometry	22%	7%
Algebra 2	4%	3%
Black/African American	**10%**	
Algebra 1	95%	12%
Geometry	5%	-1%
Algebra 2	0%	-1%
Hispanic or Latino	**44%**	
Algebra 1	85%	3%
Geometry	14%	-11%
Algebra 2	1%	-7%
Multiple Races	**9%**	
Algebra 1	76%	-6%
Geometry	18%	3%
Algebra 2	5%	4%
Native Hawaiian or Other Pacific Islander	**1%**	
Algebra 1	100%	17%
Geometry	0%	-16%
Algebra 2	0%	-1%
White (Not Hispanic or Latino)	**26%**	
Algebra 1	81%	-2%
Geometry	18%	2%
Algebra 2	1%	0%
Filipino	1%	
Algebra 1	43%	-40%
Geometry	57%	41%
Algebra 2	0%	-1%

This table shows that during the 2025-2026 school year, all student groups with the exception of students in the Asian, White, and Filipino race categories saw a decrease in Geometry placement. Students in the Asian and Multiple Races group had an overall higher representation in Algebra 2 placements as compared to their classmates of the American Indian or Alaska Native, Black/African American, Hispanic or Latino, Filipino, White, and Native Hawaiian or Other Pacific Islander student groups. The question to be answered at this point is: Has there been any change in overall placements when 2024 is compared to 2025?

Table 3: Math Placements 2024 vs. 2025 Student Group Distribution

The following table compares 2024 math placements to 2025 math placements. The table displays the change in percentage of student groups placed in each math level. Highlighted areas indicate the following information:

Blue	The percentage composition of that student group within CalOPS.
Green	When a student groups' representation in Algebra 1 has **decreased** in 2025 **OR** when a student groups' representation in Geometry/Algebra 2 has **increased** in 2025.
Yellow	When a student groups' representation in any math level is the **same** in 2024 and 2025.
Red	When a student groups' representation in Algebra 1 has **increased** in 2025 **OR** when a student groups' representation in Geometry/Algebra 2 has **decreased** in 2025.

All CalOPS (honors and non-honors combined)	2024	2025	Change
American Indian or Alaskan Native	**3%**	**1%**	
Algebra 1	67%	100%	33%
Geometry	33%	0%	-33%
Algebra 2	0%	0%	0%
Asian	**9%**	**9%**	
Algebra 1	28%	74%	46%
Geometry	52%	22%	-30%
Algebra 2	20%	4%	-16%
Black/African American	**14%**	**10%**	
Algebra 1	60%	95%	35%
Geometry	36%	5%	-31%
Algebra 2	4%	0%	-4%
Hispanic or Latino	**14%**	**44%**	
Algebra 1	80%	85%	5%
Geometry	20%	14%	-6%
Algebra 2	0%	1%	1%
Multiple Races	**71%**	**9%**	
Algebra 1	65%	76%	11%
Geometry	29%	18%	-11%
Algebra 2	6%	5%	-1%
Native Hawaiian or Other Pacific Islander	**1%**	**0%**	

Algebra 1	60%	100%	40%
Geometry	40%	0%	-40%
Algebra 2	0%	0%	0%
White (Not Hispanic or Latino)	**46%**	**26%**	
Algebra 1	60%	81%	21%
Geometry	33%	18%	-15%
Algebra 2	7%	1%	-6%
Filipino	0%	1%	
Algebra 1	N/A	43%	43%
Geometry	N/A	57%	57%
Algebra 2	N/A	0%	

When comparing math placement from 2024 to 2025, there have been more enrollments in Algebra 1 across all student groups. There was an increase in Geometry placements in the Filipino group. Algebra 2 placements saw an increase in the Hispanic or Latino student group and held steady in the American Indian or Alaskan Native and Native Hawaiian or Other Pacific Islander student groups.

Summary of Findings

The 2025–26 ninth-grade math placement data show a substantial shift toward Algebra 1 compared with the prior year:

Algebra 1 placements increased from 60% to 82% of ninth graders.
Geometry placements decreased from 32% to 16%.
Algebra 2 placements decreased from 7% to 1%.
This pattern means fewer students began ninth grade on the accelerated pathway that typically leads to an AP-level math course by senior year. Students beginning in Algebra 1 are still on a college-going sequence, but they may have fewer opportunities to take advanced math coursework in high school without additional acceleration or summer options.

The shift toward Algebra 1 occurred across nearly all reported student groups. The largest increases in Algebra 1 placement were among Asian students (28% to 74%), Native Hawaiian or Other Pacific Islander students (60% to 100%), Black/African American students (60% to 95%), American Indian or Alaska Native students (67% to 100%), and White students (60% to 81%). Geometry placement declined for most groups.

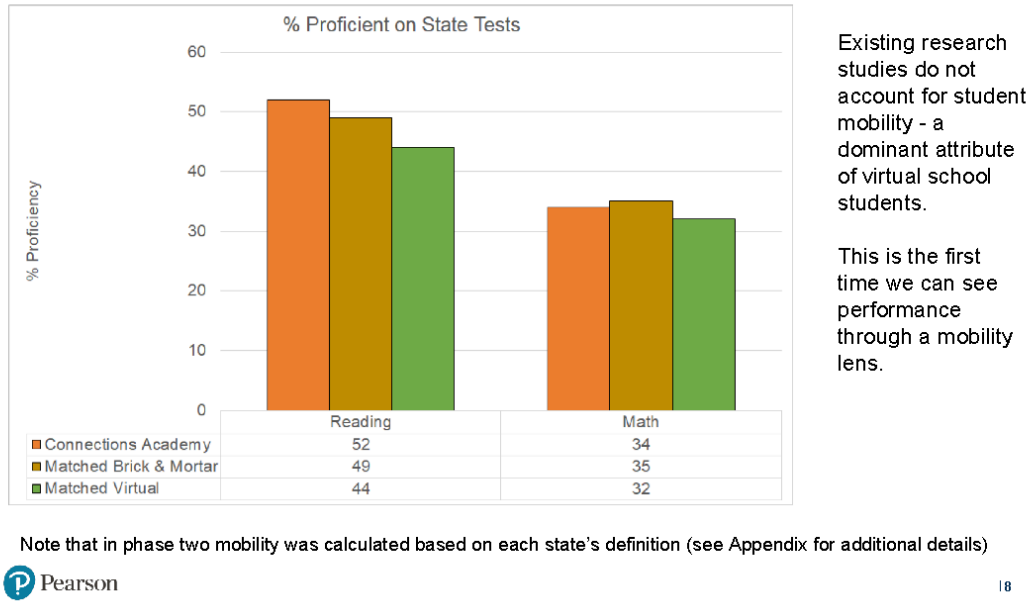
There are also notable equity considerations in the 2025 placement snapshot:

Asian, Filipino, and Multiple Races students had comparatively higher representation in Geometry and/or Algebra 2 than the schoolwide distribution.
Black/African American, Hispanic or Latino, American Indian or Alaska Native, and Native Hawaiian or Other Pacific Islander students had higher representation in Algebra 1 and lower representation in Geometry and Algebra 2 relative to the overall distribution. As mentioned earlier, comparisons such as these in this report can be tricky due to a lack of control over 8th grade math placements of 9th graders new to CalOPS. CalOPS does have a well-defined placement process and a process for placement reevaluation both when requested by a

family and also after receipt of formative assessment data such as iReady and IXL. IXL data are analyzed by High School Math Department Leadership, and students who show the most potential are moved to the higher math level when deemed appropriate. It is important to note that it is the mission of CalOPS to help students achieve at the highest level, but they also must start at the level they exist in. Increases in higher-level math placements are welcomed, but pushing students into too high a level can also be damaging to their educational progress.

The Effect of Mobility

Pearson's Efficacy Research Report was published on April 3, 2018. The overall focus of this report was to control for student mobility at both Connections Academy schools and their matched brick and mortar counterparts. Below is a summary of their findings.



The graph highlights a gain in reading proficiency for Connections Academy students when compared to their matched brick and mortar counterparts. In terms of mathematics proficiency, Connections Academy students only slightly underperform their matched brick and mortar counterparts. If we align mathematics proficiency to course placement both at CalOPS and at matched brick and mortar counterparts, we can infer that math placements of continuing 8th grade Connections Academy students would not differ markedly to new to Connections Academy 9th grade students, or we would expect to see a larger variation on math proficiency on standardized assessments.

Next Steps

This overall math placement analysis is a yearly expectation. As a result, next steps from last year will be continued. The status of these next steps will be recorded after each one.

- Continue to track statistics annually – Completed and Ongoing
- Continue discussion with all Math staff regarding math placement, as well as discussions and training with the guidance team – Completed and Ongoing
- Follow up in the Fall to see which students might be accelerated – Ongoing
- Create clear pathways for students who begin in Algebra 1. Ensure students and families understand that Algebra 1 in ninth grade remains a college-ready pathway.
- Consider supports such as targeted intervention, tutoring, summer coursework, or other acceleration opportunities for students who demonstrate readiness to advance.
- Monthly Math Focus Group/PLC Meetings – Started in the 19/20 school year and continue. All school levels participate, collaborating towards the goal of improving math success schoolwide.
- Implementations of middle school intervention math classes, starting fall of 24/25. Ongoing
- Schoolwide new math curriculum fall 24/25- completed/ongoing

Coversheet

Approval of Student Board Member

Section:	VI. Action Items
Item:	A. Approval of Student Board Member
Purpose:	Vote
Submitted by:	
Related Material:	261013 Student Board Member BIM.pdf Student Board Member Vote Results.pdf

California Online Public Schools

Board Information Memo

SUBJECT: CalOPS Student Board Member

Category (Contract Approval, Policy, Personnel, General Approval. etc.): Policy

Approval Date: 10/13/2026

Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): Board Bylaws & State Requirement

Decision Type (Action Item, Information Only, etc.): Action Item

Background (Brief Summary of Background Information):

In October of 2023, the CA State Legislature passed AB 275 which required Charter School Boards to approve a Student Board Member if certain requirements are met. These provisions are spelled out in ed. Code 47604.2

Student Board Members are elected for a one year term and have a “preferential and non-binding vote”. This means that they vote before each roll call vote and cannot affect quorum. They are also not allowed to participate in closed session items or items related to staff compensation or review.

The nomination and election process for the student board member began in September 2026, with 11th and 12th grade families informed of the opportunity through Parent Square and email. Students were provided approximately one week to submit an application and a 300-word candidate statement, resulting in 38 completed applications, which were compiled into the candidate statement booklet. Voting was opened to all current high school students through a Google Form posted on Parent Square on September 23rd and concluded on September 30th. There were a total of 206 responses and Adrian Romero won with 11.7% of the votes. His homeroom teacher of the past few years was very excited to be able to announce that he was the winner and he said that , "while he is no expert he is very excited to learn the ropes!".

Along with this action item you will find a breakdown of the voting as well as Adrian’s Candidate Statement.

Rationale (Why is this important and why is this coming to the Board):

Along with the state requirement, CalOPS strongly believes in student and parent involvement at all levels of the school and organization. The opportunity for student input at the Board level of decision making only further aligns with our goals. The preferential vote of the Student Board Member will help inform the Board of the student body's perspective on agenda items as well as allow for the Board to hear directly from a student about what student life at CalOPS is like. In addition, CalOPS staff feels that this experience will also be of great benefit to our CalOPS students, especially those elected annually to fill this position.

Evidence of Due Diligence:

CalOPS staff consulted legal counsel, attended various sessions presented by legal and charter support providers both in person as well as via webinar regarding the passage of this law. As is mentioned above, the High School team communicated with all 11th and 12th grade students and families and held fair and

unbiased elections.

Fiscal Impact: None

Potential Conflicts of Interest: N/A

Recommendation/Board Action:

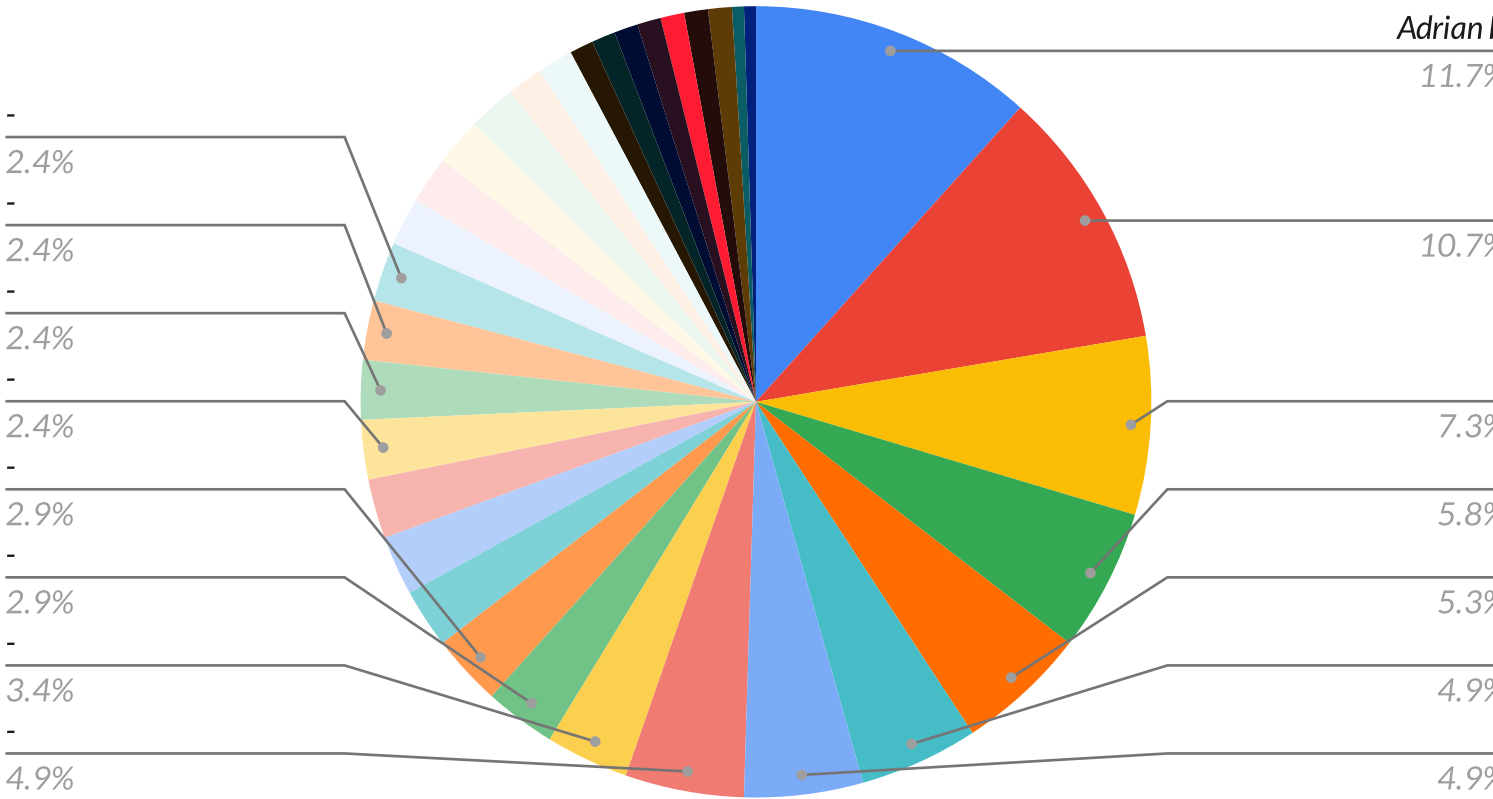
Motion to approve Adrian Romero as the 26/27 CalOPS Student Board Member with a term ending on June 24, 2027.

Prepared/Recommended/Approved By:

Jen Brunner, High School Assistant Principal

Dan Hertzler, Director of Operations

Student Board Member Vote Results



Adrian R

12th Grade

There are many reasons why I want to be a Student School Board Member. First of all, I would like to get closer to my school community and better understand the structure of our online school. I think that an effective student representative is one that listens carefully to his peers, understands the problems and issues that affect them and helps to make their ideas a reality.

Second, I would like to improve the social interaction within our school. Although, we go to an online school, I think that students need to have opportunities to make friends, connect with their peers and feel like they are members of a community. I would like to encourage and organize more student activities and events that would help them to communicate and interact with each other.

Finally, I would also like to give the students the opportunity to help each other, perhaps as new student peer mentors. That is something that I would have appreciated when I first started at CalOps years ago. Since then, I have become acclimated to the online structure, but I did experience a bit of a culture shock, at first. I sincerely believe that, if I had a mentor to "show me the ropes", I would have had an easier transition into the school.

If elected, I would try to be an accessible and reliable representative that will listen to the students' concerns and ideas and help them to achieve their goals.

Coversheet

Approval of Resolution to Document the Closure of California Online Public Schools Southern California (attached)

Section: VI. Action Items
Item: B. Approval of Resolution to Document the Closure of California Online Public Schools Southern California (attached)
Purpose: Vote
Submitted by:
Related Material: 261013 Capo CalOPS SoCal Closure Resolution BIM - CalOPS.docx.pdf
CalOPS SoCal Closure Resolution (4897-7150-3319.v1).docx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Adoption of Resolution No. 2627-02 Documenting the Closure of California Online Public Schools Southern California

Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval
Date: 10/13/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): State Requirement (Title 5, California Code of Regulations, Section 11962 et seq.)
Decision Type (Action Item, Information Only, etc.): Action Item

Background (Brief Summary of Background Information):
CalOPS operates California Online Public Schools Southern California ("CalOPS Southern California"), a charter school authorized by the Capistrano Unified School District (charter school number 0664; CDS Code 30-66464-0106765). The current charter term runs through June 30, 2027.

Earlier this year, CalOPS was approved for a countywide charter with the Orange County Department of Education (OCDE). All students enrolled in the Southern California region for the 2026-27 school year are enrolled with CalOPS SoCal - OCDE. As discussed with the Board at previous meetings, the Capistrano Unified charter is therefore being closed before the end of its term. The closure is effective September 9, 2026, through voluntary rescission of the charter petition.

Rationale (Why is this important and why is this coming to the Board):
The closure of a charter school must be documented by official action of the governing board. Resolution No. 2627-02 provides that record. It states the effective date of the closure and the reason for it, and confirms that the Board will follow the closure procedures required under the CalOPS Southern California charter, the Charter Schools Act, and Title 5, California Code of Regulations, Section 11962 et seq.

The resolution also identifies Dan Hertzler, Director of Operations, as the person responsible for closure-related activities. The Board has not previously taken action to make this appointment. Adoption of the resolution will therefore serve as the Board's appointment of the Director of Operations to this role, and the recommended motion below states the appointment expressly.

Staff will use the adopted resolution as the formal record of the closure when completing the required closure procedures. Staff will also update the Board regarding these closure procedures at regularly scheduled Board Meetings.

Evidence of Due Diligence:
Resolution No. 2627-02 was drafted by CalOPS legal counsel, Young, Minney & Corr, LLP, and the version presented to the Board is counsel's final version. The decision to close the Capistrano Unified charter has

been discussed with the Board at previous meetings, and all students enrolled in the Southern California region for the 2026-27 school year are enrolled with CalOPS SoCal - OCDE.

Fiscal Impact:
No new budget allocation is requested. Expenses associated with the closure procedures will be paid from cash on hand, as stated in the resolution.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Staff recommends approval. Motion to adopt Resolution No. 2627-02, documenting the closure of California Online Public Schools Southern California effective September 9, 2026, and appointing Dan Hertzler, Director of Operations, as the person responsible for closure-related activities.

Prepared/Recommended/Approved By:
Dan Hertzler, Director of Operations and Board Secretary

RESOLUTION NO. 2627-02
RESOLUTION OF THE BOARD OF DIRECTORS OF CALIFORNIA ONLINE PUBLIC SCHOOLS
TO DOCUMENT THE CLOSURE OF CALIFORNIA ONLINE PUBLIC SCHOOLS SOUTHERN CALIFORNIA

The Board of Directors (the "Board") of California Online Public Schools ("CalOPS"), a California nonprofit public benefit corporation, hereby adopts the following resolution:

WHEREAS, CalOPS operates California Online Public Schools Southern California ("CalOPS Southern California" or the "Charter School"), a charter school authorized by the Capistrano Unified School District, assigned charter school number 0664 and County-District-School Code 30-66464-0106765; and

WHEREAS, effective September 9, 2026, CalOPS Southern California shall be closed due to voluntary rescission of its charter petition; and

WHEREAS, the Board will follow the closure procedures as required and as specifically applicable under CalOPS Southern California's Charter, the Charter Schools Act, and Title 5 of the California Code of Regulations, Section 11962 *et seq.*; and

WHEREAS, the Board has appointed Dan Herzler, Director of Operations, as the person responsible for closure-related activities; and

WHEREAS, the Board shall utilize cash on hand to undertake any expenses associated with the closure procedures.

NOW THEREFORE, IT IS RESOLVED by the Board of Directors that the Charter School shall close effective September 9, 2026.

* * *

ADOPTED by the Board of Directors of CalOPS at a duly noticed meeting held on October 13, 2026.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

I, Dan Hertzler, am the Board Secretary of California Online Public Schools's Board of Directors. I hereby certify that the foregoing is a true copy of a resolution duly and legally adopted by the Board of Directors on October 13, 2026 and that this resolution has not been revoked.

Date:_____ _____
Dan Hertzler, Board Secretary

Coversheet

Approval of Resolution to Establish a District Number (attached)

Section:	VI. Action Items
Item:	C. Approval of Resolution to Establish a District Number (attached)
Purpose:	Vote
Submitted by:	
Related Material:	BIM - Resolution 2627-03 District Number.docx.pdf Resolution 2627-03 District Number A8 CalOPS SoCal.docx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Resolution 2627-03: Establish a District Number for California Online Public Schools - Southern California

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Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval (Resolution)
Date: 10/13/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): State and county requirement. The Orange County Department of Education assigns a district number before it can set up the school's treasury account.
Decision Type (Action Item, Information Only, etc.): Action Item

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Background (Brief Summary of Background Information):
The Orange County Board of Education approved California Online Public Schools - Southern California as a countywide charter school on June 3, 2026 under Education Code section 47605.6. The school opened July 1, 2026, and received its CDS code, 30 10306 0168369, on September 9, 2026.

Before the Orange County Department of Education (OCDE) can set up a treasury account for the school and send it state funding, it has to assign the school a district number. OCDE has identified District Number A8 for this purpose. This resolution authorizes that assignment.

Rationale (Why is this important and why is this coming to the Board):
The district number is the identifier OCDE uses to track the school in the county financial system. Nothing else can be set up without it. The school's treasury fund attaches to the district number, and funding is routed using it.

This is the first of three resolutions on this agenda that set up the school's banking with the county. Resolution 2627-04 establishes the fund itself, and Resolution 2627-05 authorizes OCDE to release money from it.

OCDE has confirmed that the Board must approve all three resolutions before any funding can come in for the school.

Evidence of Due Diligence:

- The resolution cites the correct authority: Education Code section 47600, the Charter Schools Act of 1996; section 47604, operation as a nonprofit public benefit corporation; and section 47605.6, countywide charter approval.
- The school name, charter number 2185, and CDS code shown on the resolution match the records on file with the Orange County Board of Education and the California Department of Education.

California Online Public Schools

- District Number A8 was provided by OCDE.
- Charter Impact confirmed the order of the three resolutions with OCDE: district number first, then the fund, then the authorization to release funds.

Fiscal Impact:
None. Assigning a district number carries no cost. It is a prerequisite for the school to receive its state and federal funding through the Orange County Treasury.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Motion to adopt Resolution 2627-03, authorizing the establishment of the California Online Public Schools - Southern California school district for the purpose of assigning District Number A8 by the Orange County Department of Education.

Prepared/Recommended/Approved By:
Prepared by: Matthew Lemos, Director of Client Finance, Charter Impact

Recommended by: LaChelle Carter, Director of Finance, California Online Public Schools

California Online Public Schools - Southern California

California Public Charter School #**2185**

CDS Code: 30 10306 0168369

A California Non-profit Public Benefit Corporation

RESOLUTION OF THE BOARD OF CALIFORNIA ONLINE PUBLIC SCHOOLS TO ESTABLISH A DISTRICT NUMBER FOR CALIFORNIA ONLINE PUBLIC SCHOOLS - SOUTHERN CALIFORNIA

RESOLUTION NUMBER 2627-03

WHEREAS, the Board of **California Online Public Schools** declares its intention to establish a District number that will be assigned to California Online Public Schools - Southern California by the Orange County Department of Education (OCDE); and

WHEREAS, California Education Code section 47600 establishes the Charter Schools Act of 1996, and section 47604 authorizes a charter school to be operated as a non-profit public benefit corporation; and

WHEREAS, California Online Public Schools - Southern California was approved as a countywide charter school by the **Orange County Board of Education** on **June 3, 2026** pursuant to Education Code section 47605.6, and will be operated as a California public charter school and non-profit public benefit corporation providing an educational program to children in **transitional kindergarten (TK)** to **twelfth** grade; and

WHEREAS, California Online Public Schools - Southern California will provide this program while meeting all the legal requirements of the State of California for charter schools; and

WHEREAS, California Online Public Schools - Southern California will receive its funding each year from the State of California in accordance with the California Charter School Funding Model.

NOW THEREFORE BE IT RESOLVED that the Board of **California Online Public Schools** authorizes the establishment of the California Online Public Schools - Southern California school district for purposes of assignment of **District Number A8** by the Orange County Department of Education.

PASSED AND ADOPTED by the Board of **California Online Public Schools** on **10/13/26**.

_____ _____

Signature, Board President Date

____James Stockdale_____

Printed Name

_____ _____

Secretary, Governing Board Date

Dan Hertzler

Printed Name

Coversheet

Approval of Resolution to Establish a Charter School Fund (attached)

Section:	VI. Action Items
Item:	D. Approval of Resolution to Establish a Charter School Fund (attached)
Purpose:	Vote
Submitted by:	
Related Material:	BIM - Resolution 2627-04 Charter School Fund.docx.pdf Resolution 2627-04 Charter School Fund 6262 CalOPS SoCal.docx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Resolution 2627-04: Establish a Charter Schools Enterprise Fund for California Online Public Schools - Southern California

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Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval (Resolution)
Date: 10/13/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): State requirement. Education Code section 47651 and the California School Accounting Manual provide for this fund.
Decision Type (Action Item, Information Only, etc.): Action Item

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Background (Brief Summary of Background Information):
California Online Public Schools - Southern California needs its own fund in the Orange County Treasury to hold the money it receives from the state and federal government. Education Code section 47651(a)(1) and the California School Accounting Manual provide for this type of account, called a Charter Schools Enterprise Fund.

The Orange County Department of Education has identified Fund Number 6262 for the school. The fund attaches to District Number A8, which the Board is asked to approve under Resolution 2627-03 on this agenda.

Rationale (Why is this important and why is this coming to the Board):
Each school in the CalOPS network keeps its money separate. A dedicated fund means the Southern California school's state aid, categorical funding, and lottery money are held and tracked separately, rather than mixed with the other schools in the network. That separation allows the school to be reported on individually, meet the state's accounting requirements, and support a clean audit.

OCDE has confirmed that the Board must approve all three resolutions on this agenda before any funding can come in for the school.

Evidence of Due Diligence:
- The resolution cites Education Code section 47651(a)(1) and the California School Accounting Manual, which are the governing authorities for a Charter Schools Enterprise Fund.
- Fund Number 6262 and its attachment to District Number A8 were both provided by OCDE.
- The fund structure matches how CalOPS holds funds for its previous SoCal Charter.
- The resolution shows the California Public Charter School number, 2185, and the CDS code, 30 10306 0168369, as OCDE requires.

California Online Public Schools

- This resolution should be adopted after Resolution 2627-03, since the fund attaches to the district number established there.

Fiscal Impact:
None. Establishing the fund carries no cost. All of the school's state and federal funding flows through it, so the fund has to exist before any money can be received.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Motion to adopt Resolution 2627-04, authorizing the Administration to establish a Charter Schools Enterprise Fund, Orange County Treasury Fund Number 6262, for California Online Public Schools - Southern California.

Prepared/Recommended/Approved By:
Prepared by: Matthew Lemos, Director of Client Finance, Charter Impact

Recommended by: LaChelle Carter, Director of Finance, California Online Public Schools

California Online Public Schools - Southern California

California Public Charter School #**2185**

CDS Code: 30 10306 0168369

A California Non-profit Public Benefit Corporation

RESOLUTION OF THE BOARD OF CALIFORNIA ONLINE PUBLIC SCHOOLS TO ESTABLISH A CHARTER SCHOOLS ENTERPRISE FUND RESOLUTION NUMBER 2627-04

WHEREAS, California Education Code Section 47651(a)(1) and the California School Accounting Manual provide for the establishment of a Charter Schools Enterprise Fund; and

WHEREAS, the Board of **California Online Public Schools** has determined that there is a need to provide a separate fund for the operation of California Online Public Schools - Southern California; and

WHEREAS, this fund will be established within the Orange County Treasury as **Fund Number 6262**, attached to **District Number A8** assigned to California Online Public Schools - Southern California; and

WHEREAS, the disbursements from this fund may be made for the payment of all activities related to and necessary for the operation of California Online Public Schools - Southern California.

NOW THEREFORE BE IT RESOLVED that the Board of **California Online Public Schools** authorizes the Administration to establish a Charter Schools Enterprise Fund (Orange County Treasury **Fund Number 6262**) for California Online Public Schools - Southern California.

PASSED AND ADOPTED by the Board of **California Online Public Schools** on **10/13/26**

_____ _____

Signature, Board President Date

____James Stockdale_____

Printed Name

_____ _____

Secretary, Governing Board Date

_____Dan Hertzler_____

Printed Name

Coversheet

Approval of Resolution for OCDE to Issue Funds to CalOPS SoCal (attached)

Section: VI. Action Items
Item: E. Approval of Resolution for OCDE to Issue Funds to CalOPS SoCal (attached)
Purpose: Vote
Submitted by:
Related Material: BIM - Resolution 2627-05 OCDE Issue Funds.docx.pdf
Resolution 2627-05 EFT Authorization CalOPS SoCal.docx_Redacted.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Resolution 2627-05: Authorize the Orange County Department of Education to Issue Funds to California Online Public Schools - Southern California

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Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval (Resolution)
Date: 10/13/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): County requirement. OCDE needs Board authorization before it can release treasury funds to the school.
Decision Type (Action Item, Information Only, etc.): Action Item

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Background (Brief Summary of Background Information):
Money the state sends for California Online Public Schools - Southern California arrives in the Orange County Treasury. The Orange County Department of Education (OCDE) needs the Board's authorization to release it.

This resolution gives that authorization. It covers all public funds received for the school, including Local Control Funding Formula state aid, other state and federal categorical funding, and lottery funds. It directs that the money be sent by electronic funds transfer to the school's bank account, and it names the three employees who may request a withdrawal.

The County Treasurer pays out funds as requested by the school and OCDE.

Once the treasury account is open, money moves two ways. An authorized requester can email OCDE with the amount to be transferred; OCDE checks the cash on hand and sends the funds within two to three business days. Separately, under OCDE's current policy, it clears the treasury cash account to the school's bank account each month, holding back only what is needed to cover CalSTRS.

Rationale (Why is this important and why is this coming to the Board):
Without this authorization, the school's funding sits in the county treasury and cannot be used to pay staff or run the school. This is the last of the three resolutions on this agenda that set up the school's banking with the county.

The resolution also establishes basic financial controls. OCDE will accept transfer requests only from the people named in this resolution, and only three are named: the two Co-Superintendents and the Director of Finance. Adding or changing anyone on that list requires a new Board resolution.

OCDE has confirmed that the Board must approve all three resolutions on this agenda before any funding can come in for the school.

Evidence of Due Diligence:

California Online Public Schools

- The three authorized requesters are Richard Savage, Co-Superintendent; Richie Romero, Co-Superintendent; and LaChelle Carter, Director of Finance. This matches the authorization in place at the other CalOPS schools.
- Funds are released only when OCDE receives public funds with documentation naming the school as the recipient.
- The school's bank account details will be entered on the resolution before it is submitted, along with the voided check or bank letter verifying the wiring instructions that OCDE requires.
- The Board President certifies the Board action and the bank account information as part of the resolution.
- This resolution should be adopted after Resolutions 2627-03 and 2627-04.

Fiscal Impact:
None directly. The resolution does not spend money. It allows money that already belongs to the school to move from the county treasury into the school's bank account. All state and federal funding for the school depends on it.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Motion to adopt Resolution 2627-05, authorizing the Orange County Department of Education to issue funds to California Online Public Schools - Southern California for all public funds received in the Orange County Treasury for the school, to be transmitted by electronic funds transfer to the school's bank account, and authorizing Richard Savage, Richie Romero, and LaChelle Carter to request withdrawals from the county treasury.

Prepared/Recommended/Approved By:
Prepared by: Matthew Lemos, Director of Client Finance, Charter Impact

Recommended by: LaChelle Carter, Director of Finance, California Online Public Schools

RESOLUTION FOR THE ORANGE COUNTY DEPARTMENT OF EDUCATION TO ISSUE FUNDS TO CHARTER SCHOOL

California Online Public Schools - Southern California (#2185)

CDS Code: 30 10306 0168369

RESOLUTION NUMBER 2627-05

WHEREAS, the California Online Public Schools - Southern California Charter School has been authorized by the **Orange County Board of Education** as a charter school; and

WHEREAS, California Online Public Schools - Southern California is operated as, or operated by, **California Online Public Schools**, a California nonprofit corporation; and

WHEREAS, California Online Public Schools - Southern California Charter School has requested and has been approved to be funded under the New Charter School Funding Model and to receive funding; and

WHEREAS, the charter school is not required to deposit and invest its money with the County Treasurer; and

WHEREAS, the County Treasurer shall pay out monies as requested by the Charter School and the Orange County Department of Education.

THEREFORE, BE IT RESOLVED that the Governing Board of California Online Public Schools - Southern California authorizes the Orange County Department of Education, in the form of a deputized signature, to issue funds in favor of the Charter School referred to herein, for all public funds received in the Orange County Treasury for the Charter School. The funds will be distributed when OCDE receives public funds with documentation indicating the Charter School as the recipient. These public funds include, but are not limited to, charter school Local Control Funding Formula (LCFF) state aid, other state and federal categorical aid, and lottery funds.

BE IT FURTHER RESOLVED that California Online Public Schools - Southern California has requested that all public funds received in the Orange County Treasury be issued using the Electronic Funds Transfer (EFT) payment method to the following charter school bank account:

Financial Institution:	[redacted]
Address:	
Routing Number:	
Account Number:	
Account Type:	

BE IT FURTHER RESOLVED, only the following individuals employed by the charter school are authorized to request withdrawals from the county treasury to the above-mentioned charter school bank account:

Name	Signature	Position	Phone Number	E-Mail Address
Richard Savage		Co-Superintendent	800-906-5166	rsavage@californiaops.org
Richie Romero		Co-Superintendent	800-906-5166	rromero@californiaops.org
LaChelle Carter		Director of Finance	800-906-5166	lcarter@californiaops.org

PASSED AND ADOPTED this 10/13/26, by the Governing Board of California Online Public Schools - Southern California, by the following vote:

Ayes: **[___]** Noes: **[___]** Absent: **[___]**

CERTIFICATION

I, **James Stockdale**, certify that the Governing Board of California Online Public Schools - Southern California took action at a board meeting on **10/13/26** to authorize the Orange County Department of Education to distribute funds to the Charter School, for all public funds received in the Orange County Treasury for the Charter School, according to the terms set forth in the authorization above.

I also certify that the voided check attached to this board resolution is a true payment instrument for the school's account at the institution listed above. If no check is attached, then a bank letter verifying the wiring instructions shall be required.

_____ _____
Signature, Board President Date

____James Stockdale_____
Printed Name

_____ _____
Signature, Secretary of the Board Date

____Dan Hertzler_____
Printed Name

ACKNOWLEDGEMENT OF RECEIPT BY:

_____ _____

Signature, Charter School Authorizing LEA Date

_____

Printed Name

Coversheet

Approval of Hartford STD/LTD Voluntary Benefits (attached)

Section:	VI. Action Items
Item:	F. Approval of Hartford STD/LTD Voluntary Benefits (attached)
Purpose:	Vote
Submitted by:	
Related Material:	Hartford STD_LTD Voluntary Benefits BIM - CalOPS.pdf CalOPS Hartford Transition.pptx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Transition of Life, Disability and Worksite Benefits from MetLife to The Hartford

Category: Contract Approval / Employee Benefits

Date: October 13, 2026

Reason for Board Consideration: Fiscal Impact / Employee Benefits Administration

Decision Type: Action Item

Background

California Online Public Schools conducted a market review of its life, disability, and voluntary worksite benefits in preparation for the 2027 plan year. The review compared the current MetLife renewal with alternative carrier options and evaluated cost, benefit design, rate guarantees, employee impact, and administrative support.

Following the review, The Hartford is recommended as the strongest overall combination of cost, plan design, rate stability, and administrative services. The proposed transition would be effective **February 1, 2027**. Dental and vision coverage are not included in this transition and will remain with MetLife.

a. Contract Term:
Effective February 1, 2027. Hartford provides three-year rate guarantees for Life, Long-Term Disability, worksite benefits, and the leave administration fee, and a two-year rate guarantee for Short-Term Disability.

b. Total Contracted Amount:
Approximately **$278,063 annually**, consisting of:

- $259,730 in CalOPS-paid Life, Short-Term Disability (STD), and Long-Term Disability (LTD) premiums
- Approximately $20,147 annually for Hartford Leave Management and Workplace Solutions, based on the current census of 533 employees at $3.15 per employee per month.

c. Payment Schedule and Amounts:
Premiums and leave administration fees will be paid in accordance with the applicable insurance policies and service agreement.

California Online Public Schools

d. Additional Fees:
Hartford implementation and enrollment are included. A separate Inova benefits administration implementation cost is still to be confirmed.

e. Data Sharing Terms:
Employee eligibility and benefits information necessary to administer insurance coverage, disability claims, leaves of absence, and workplace accommodation services will be provided to The Hartford in accordance with the applicable agreements.

f. Exit Clause:
Subject to the terms of the applicable insurance policies and Hartford Leave Management and Workplace Solutions services agreement.

Rationale

The recommendation provides both financial and operational benefits to CalOPS.

Under the revised MetLife renewal, CalOPS would pay approximately **$345,180 annually** for Life, STD, and LTD coverage. The comparable Hartford premium is approximately **$259,730**, representing annual premium savings of **$85,450, or 24.8%**. After adding Hartford's outsourced leave and ADA administration services, the projected net annual savings to CalOPS are approximately **$67,117, or 19.4%**.

The transition also addresses a growing administrative need. Leave administration, including FMLA, CFRA, Pregnancy Disability Leave, and ADA processes, is currently managed internally. Hartford would provide a single intake and administration model for disability, leave, and ADA matters, providing additional support as the volume and complexity of these processes have increased.

Employees would also receive several benefit improvements, including a higher California STD supplement, reduced premiums for worksite benefits, and additional employee support services. Employee-paid Critical Illness, Accident, and Hospital Indemnity premiums are projected to decrease approximately **36.5%, or $52,265 annually** based on current enrollment.

Evidence of Due Diligence

CalOPS, in partnership with Newfront, conducted a full market review of the current MetLife program. The review evaluated alternative carriers based on premium cost, benefit design, rate guarantees, leave and accommodation administration, employee-paid benefits, and overall service capabilities. The team also met with Mutual of Omaha as well to review their offerings.

The market review determined that The Hartford offered the strongest overall combination of pricing, plan design, multi-year rate guarantees, and administrative support.

California Online Public Schools

Recommended Vendor: The Hartford

Current Vendor: MetLife

Fiscal Impact

Current MetLife Renewal: $345,180 annually
Hartford Premium: $259,730 annually
Premium Savings: $85,450 annually
Hartford Leave/ADA Administration: $20,147annually
Net Annual CalOPS Savings: $67,117 (19.4%)

For the shortened February 1 through June 30, 2027 plan period, the projected operating savings are approximately **$27,965**, before the still-to-be-confirmed Inova implementation cost. Beginning in FY 2027-28, projected annual savings are approximately **$67,000**.

Budget Category: Insurance
Funding Source: General Funds

Potential Conflicts of Interest

None known.

Recommendation/Board Action

1. Approve the transition of Basic and Voluntary Life, AD&D, Short-Term Disability, Long-Term Disability, Critical Illness, Accident, and Hospital Indemnity coverage from MetLife to The Hartford, effective February 1, 2027.
2. Approve the Hartford Leave Management and Workplace Solutions services agreement at $3.15 per employee per month.

Prepared/Recommended By:
Zana Kidd, Director of Human Resources

RECOMMENDATION TO THE BOARD · EMPLOYEE BENEFITS · EFFECTIVE FEBRUARY 1, 2027

Move life, disability and worksite benefits from MetLife to The Hartford

Lower cost for CalOps and for employees, the same or better coverage, three years of rate certainty, and leave administration taken off HR's desk

$85,450
Annual CalOps premium savings on life, STD and LTD — 24.8% below MetLife's renewal

$67,117
Net annual CalOps savings after adding outsourced leave and ADA administration

$52,265
Annual savings to employees on critical illness, accident and hospital indemnity — 36.5%

3 years
Rate guarantee on life, LTD, worksite lines and the leave fee; 2 years on STD

Why we went to market

- MetLife's renewal held rates flat to slightly lower but offered only 12-month guarantees — every line would be back on the table next year.
- Leave administration (FMLA, CFRA, pregnancy disability, ADA) for 485 employees in 23 states is handled in-house today; the volume and complexity have outgrown the process.
- A full market review confirmed The Hartford as the strongest combination of price, plan design, guarantees and services.

What employees get

- Same basic life benefit (2x earnings to $500,000) and the same voluntary life rates, band for band; child life rate falls 83%.
- California employees receive 15% of earnings on top of State Disability Insurance (10% today); LTD is unchanged at 66⅔% to $11,000 a month.
- Worksite premiums fall 17–50% by tier; accident benefits improve and hospital indemnity adds a $2,000 ICU benefit.
- New services at no cost: EAP counseling, health-care navigation, well-being coaching and bereavement support for families.

What CalOps gets

- $259,730 in CalOps-paid premium, locked for two to three years — no renewal action until 2029.
- One carrier and one intake for disability, leave and ADA: a Hartford team opens the claim and the leave in a single call and manages both.
- Hartford pays the employer share of FICA on disability benefits and handles W-2s for employees on claim.
- A 12-week STD benefit that hands off to LTD on day 91 — continuous income protection at lower cost.

FINANCIAL SUMMARY AND REQUESTED ACTION

The numbers behind the recommendation

Annual premium on the current census of 485 employees; MetLife at its revised September 2026 renewal position

Coverage	Paid by	MetLife renewal	The Hartford Feb 1, 2027	Annual savings	%
Basic Term Life & AD&D	CalOps	$108,086	$79,514	**$28,572**	**26.4%**
Short-Term Disability	CalOps	$137,597	$104,783	**$32,814**	**23.8%**
Long-Term Disability	CalOps	$99,497	$75,433	**$24,064**	**24.2%**
CalOps-paid premium		**$345,180**	**$259,730**	**$85,450**	**24.8%**
Leave and ADA administration (new)	CalOps	In-house	$18,333	**($18,333)**	—
Total CalOps cost		**$345,180**	**$278,063**	**$67,117**	**19.4%**
Critical illness, accident, hospital indemnity	Employees	$143,261	$90,996	**$52,265**	**36.5%**
Voluntary Life & AD&D	Employees	Current rates	Rates held 3 years	—	—

Annual figures. Dental and vision are not part of this change and remain with MetLife. Hartford's leave fee is $3.15 per employee per month on all payroll employees, shown at 485 lives. Worksite premium is on the 477 current employee elections. Three-year view: with Hartford's guarantees and MetLife held flat, savings total about $201,000 after the leave fee.

Short plan year (February 1 – June 30, 2027) and up-front costs

Item	Stay with MetLife	Move to The Hartford	Difference
CalOps-paid premium — life, STD, LTD (5 months)	$143,825	$108,221	**$35,604 savings**
Leave and ADA administration (5 months)	In-house	$7,639	**($7,639)**
Short plan year operating cost	**$143,825**	**$115,860**	**$27,965 savings**
Up-front: Inova benefits administration implementation	—	**$_____**	*To be confirmed*
Up-front: Hartford implementation and enrollment	—	**Included**	—
Net first plan year, after up-front costs	**$143,825**	**$115,860 + Inova**	**$27,965 less Inova**

Plan design changes

- STD pays for 12 weeks (25 today); LTD begins on day 91, so there is no gap in benefits.
- California employees' STD supplement rises from 10% to 15% of earnings.
- Hospital indemnity: Hartford has been asked to add mental health and substance use confinement, which the current plan covers.
- All other benefit amounts, percentages and waiting periods match today's plan.

Requested action

Approve the transition of basic and voluntary life, AD&D, short- and long-term disability, and critical illness, accident and hospital indemnity coverage from MetLife to The Hartford effective February 1, 2027.

Approve the Hartford Leave Management and Workplace Solutions services agreement at $3.15 per employee per month, to be signed by September 30 for a February 1 go-live.

Budget impact: about $28,000 of savings in the remaining five months of fiscal 2026–27 and approximately $67,000 a year from fiscal 2027–28, with rates fixed through the 2028–29 budget cycle.

Coversheet

Approval of Empower 401(k) Plan Audit & Corrections (attached)

Section:	VI. Action Items
Item:	G. Approval of Empower 401(k) Plan Audit & Corrections (attached)
Purpose:	Vote
Submitted by:	
Related Material:	BIM - CalOPS 401k Audit Corrective Contributions.pdf Draft Reportable Finding Letter 9.28.26.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Empower 401(k) Plan Audit & Corrections: Approval to Fund Amounts Owed to Employee Accounts

Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval (Fiscal)
Date: 10/13/2026
Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): Fiscal. Approval to pay more than $100,000 into employee 401(k) accounts, and compliance with federal retirement plan rules.
Decision Type (Action Item, Information Only, etc.): Action Item

Background (Brief Summary of Background Information):
The Plan's auditor, CliftonLarsonAllen LLP (CLA), audited the California Online Public Schools 401(k) Plan for 2024 and 2025. The Plan started July 1, 2024. CLA sent a draft findings letter on September 28, 2026. It is still marked tentative.

CLA found four problems. Three of them mean money has to move into or out of employee accounts.

1. Medical opt-out stipends were left out of 401(k) pay. Employees who waive medical coverage receive a stipend. Payroll did not count that stipend as pay for 401(k) purposes. As a result, employees contributed less than they had elected and received less employer match than they had earned. The Plan document says the stipend should have counted.
2. Money was withheld from final paychecks but never deposited. Some employees who left CalOPS had 401(k) contributions taken out of an off-cycle final check. That money was never sent to the Plan.
3. The 2024 employer match was calculated over the wrong period. The year-end match calculation used all of calendar year 2024 instead of only July 1 through December 31, 2024, which is when the Plan was actually in place. Several employees were contributing at high rates during those six months, so the Plan paid more match into their accounts than it owed.

Management signed the audit representation letter on October 6, 2026. That letter puts the 2024 match overpayment as an estimated amount over 200k. The amount is not large enough to change the audited financial statements, so the statements will not be redone, but the money still has to be corrected in employee accounts. That is item (c) of the motion below.

California Online Public Schools

The fourth problem is administrative. A former employee was still shown as a contact in Empower's records. CLA confirmed the person had no access and could not act for the Plan. Management is having the listing updated. No Board action is needed on it.

Rationale (Why is this important and why is this coming to the Board):
When CalOPS started its 401(k) Plan in July 2024, the Plan document defined which types of pay count toward retirement contributions. Medical opt-out stipends fall inside that definition, but payroll was never set up to treat them that way. For nearly two years, every employee who received the stipend had both their own contribution and their employer match calculated on a smaller paycheck than the Plan required. The gap was small on any one check and easy to miss, and it went unnoticed until the Plan's first audit.

A few employees who left CalOPS had 401(k) money taken out of a final paycheck that was never deposited, and the Plan's 2024 year-end match was calculated on twelve months of pay when only six months should have counted.

All of these are correctable, and the IRS has a standard program for correcting them. Employees are owed not only the contributions but the investment gains that money would have earned in their accounts, now estimated at $40,000 to $50,000, or roughly 40% on top of the amounts owed. Those gains keep growing until the deposits are made.

Correcting the errors protects the Plan itself. Following the IRS program keeps the Plan's tax-qualified status intact and lets the auditor finish the report that goes with the Plan's annual federal filing.

Management has already fixed the payroll setup that caused the problem and has the correction files with Empower, ready to process. The medical opt-out correction is a single payment of more than $100,000, which is why it comes to the Board. The other items are presented alongside it so the Board can approve the Plan's corrections as one decision rather than in pieces.

Evidence of Due Diligence:

- Every paycheck from July 1, 2024 through May 22, 2026 was reviewed to find each one that included a medical opt-out stipend.
- Each employee's actual contribution rate for each pay date was used, rather than an average or an assumed rate, so every correction matches what that person had elected at the time.
- 132 employees are owed money. Backup schedules were built two ways, by employee and by individual paycheck, and checked against each other and back to payroll.
- The correction follows the IRS standard method. CalOPS adds half of what the employee would have contributed, the full match the employee would have received, and the investment gains on both.
- Empower is calculating the investment gains, since it holds the account records. The preliminary estimate is $40,000 to $50,000.

California Online Public Schools

- The payroll error is now fixed. Medical opt-out stipends have counted as 401(k) pay since the June 10, 2026 paycheck, so nothing new is building up.
- All three correction files are with Empower. The medical opt-out file is waiting on this approval, and the corrected 2024 employee data has been sent for recalculation.
- The audit representation letter signed October 6, 2026 confirms that the withheld paycheck money is disclosed in the financial statements and in the required federal schedules.
- As CLA recommended, management will have the Plan's attorney confirm the correction method before any money moves.
- Going forward, payroll codes will be checked against the Plan document on a set schedule, and the year-end match calculation will be reviewed before it is processed.

Fiscal Impact:
The contribution amounts are final. The investment gains are an estimate from Empower and will be calculated exactly on the day the money is deposited, so approval is requested as a not-to-exceed amount.

What is being paid	**Amount**
1. Money withheld from final paychecks and never deposited (already done)	$2,348.45
2. Medical opt-out stipend correction (waiting on this approval)	$100,844.23
Employer contribution for the deferrals employees missed out on, half of $97,846.75 across 132 employees	*$48,923.37*
Employer match that was not paid	*$51,920.86*
Subtotal, contributions	**$103,192.68**
3. Investment gains owed on items 1 and 2, estimated by Empower through the deposit date	$40,000 to $50,000
Estimated total	**$143,193 to $153,193**
Approval requested, not to exceed	**$160,000**
4. 2024 match overpayment to be recovered (Empower needs 5 to 7 weeks)	Estimated over $200,000

- All of this is paid from unrestricted general funds. No restricted or categorical money is used.

California Online Public Schools

- The medical opt-out correction is a one-time cost covering 23 months of payroll. It will not repeat because the stipend now counts as 401(k) pay.
- Approval is requested as a not-to-exceed amount so that management can pay once Empower finalizes the investment gains, rather than waiting for another Board meeting while those gains keep growing. Management will report what was actually paid and will return to the Board if the final amount exceeds the approval.
- Item 4 should recover an estimated amount of over $200,000 of overpaid match from employee accounts. Federal law generally does not let that money come back to CalOPS as cash. It normally sits in a Plan holding account and is used to reduce future employer contributions or to pay Plan expenses. Management is confirming the treatment and the allowable-use timeline with Empower and the Plan's attorney. Management will report the amount and how it is applied. Some employees may also be owed more match, which would be paid at the same time.
- Audit and professional fees are covered in the existing budget. No budget amendment is needed.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):
Motion to authorize management to pay the 401(k) Plan corrections identified in the Plan's audit, in a total amount not to exceed $160,000, consisting of:

a. $2,348.45 in employee contributions that were withheld from final paychecks and never deposited into the Plan;
b. $100,844.23 in employer corrections for leaving medical opt-out stipends out of 401(k) pay, made up of $48,923.37 for the deferrals employees missed out on and $51,920.86 in employer match that was not paid, and the single payment of more than $100,000 needed to fund it; and
c. investment gains on the amounts in (a) and (b), estimated at $40,000 to $50,000, as calculated by Empower through the date the money is deposited.

Management is further authorized to correct the 2024 employer match once Empower completes its recalculation using July 1 through December 31, 2024 pay, including paying any additional match owed to employees and recovering match that was overpaid, in accordance with the Plan document and applicable law.

Management is directed to have the Plan's attorney confirm the correction method before any money moves; to return to the Board if the final amount would be higher than the approval above; and to report back to the Board the amounts actually paid and the amount recovered from the 2024 recalculation and how it is applied.

Prepared/Recommended/Approved By: Matthew Lemos, Director of Client Finance, Charter Impact

401(k) Committee
and Management of California Online Public School 401(k)
San Juan Capistrano, California

Except as discussed in the following paragraph, in planning and performing our audit of the financial statements of California Online Public School 401(k) (the Plan), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as of and for the periods ended December 31, 2025 and 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the Plan's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of issuing our report on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we do not express an opinion on the effectiveness of the Plan's internal control.

We were engaged to perform an ERISA Section 103(a)(3)(C) audit of those financial statements as permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audit did not extend to any statements or information related to assets held for investment of the Plan (investment information) by a qualified institution that prepared and certified the investment information in accordance with 29 CFR 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Our audit also did not include a consideration of internal control relating to the investment information.

Reportable findings

Reportable findings are items that are not in accordance with the criteria specified (for example, not in accordance with the plan instrument). We consider the following matters to be reportable findings.

Definition of Compensation not Followed

During our audit, we noted that medical opt-out pay was excluded from the calculation of employee deferral and employer matching contributions. According to the Plan document, eligible compensation is defined as federal income tax withholding wages under Internal Revenue Code §3401(a), plus elective deferrals, excluding only taxable income resulting from the exercise of stock options. It is our understanding that medical opt-out pay is subject to federal income tax withholding and, therefore, should be included in eligible compensation for purposes of calculating employee and employer contributions. As a result, participant deferrals and related employer matching contributions may not have been calculated in accordance with the Plan's compensation definition. This could result in participants receiving lower contributions than they were entitled to under the terms of the Plan, potentially creating operational compliance concerns and requiring corrective action.

We recommend that management work with its third-party administrator and ERISA counsel to evaluate the impact of excluding medical opt-out pay from eligible compensation and determine whether any corrective action is necessary, including consideration of whether affected participants experienced missed deferral opportunities or reduced employer matching contributions. Management may also wish to consider whether amending the Plan to specifically exclude medical opt-out pay from eligible compensation would better align the Plan document with its intended administrative practices.

-Tentative Report-
For Discussion Purposes Only
Subject to Revision

Definition of Compensation not Followed (Continued)

Alternatively, if the current treatment is intended to comply with the existing Plan provisions, management should consider updating payroll coding and related procedures to ensure medical opt-out pay is included appropriately in future contribution calculations. Regardless of the approach selected, management should establish a review process to periodically verify that payroll compensation codes are being treated consistently with the definitions contained in the Plan document.

Administrative Access

During audit walkthroughs, we noted that a former employee remained listed as an active contact within Empower's administrative contact listing. Management confirmed that the individual was terminated in February 2026. Based on our review, the former employee appeared to be properly terminated within the Empower system, had no active administrative roles assigned, and last accessed the system on October 8, 2025, prior to their termination. As such, we did not identify evidence that the individual retained active access to the Plan's records or administrative functions. However, because the former employee continued to appear on Empower's administrative contact listing, it could create the appearance that the individual retained authority to interact with Empower on behalf of the Plan or serve as an authorized Plan contact. We recommend that management contact Empower to update its records and remove the terminated employee from all Plan contact and administrative listings. Additionally, management should periodically review authorized user and contact lists maintained by service providers to ensure terminated employees are removed timely and that only current personnel are reflected as authorized Plan representatives.

Timing of Contributions

Department of Labor Regulation 2510.3-102 requires that amounts that participants have withheld from their wages by an employer be contributed to the Plan on the earliest date on which such contributions can reasonably be segregated from the employer's general assets. In any event, employee salary deferrals and loan repayments must be segregated from employer assets no later than the 15th business day of the month following the month in which they would otherwise have been payable to the participant in cash. If an employer does not deposit deferrals into the Plan as soon as they can be reasonably segregated, they are considered to be holding Plan assets. This results in a prohibited transaction (a nonexempt extension of credit between the Plan and a party in interest).

During our audit, we noted that payments to terminated employees outside of normal payroll cycles had 401(k) contributions withheld but were not actually remitted to the trust resulting in missing contributions for certain employees. We recommend that management work to fund the missing amount not remitted and calculate any lost earnings to deposit for the employees. Failure to do so may result in Noncompliance with Department of Labor and prohibited transaction rules.

-Tentative Report
For Discussion Purposes Only
Subject to Revision

Matching Contribution True-Up Calculation

During our review of the Plan's 2024 employer matching contribution true-up calculation, we noted that the calculation was performed using participants' full calendar-year compensation for the period January 1, 2024 through December 31, 2024. As a result, compensation earned prior to the Plan's effective date of July 1, 2024, was included in the true-up calculation. Because a number of participants elected relatively high deferral percentages during the six-month period the Plan was in effect, the use of full-year compensation resulted in excess employer matching true-up contributions being allocated to participant accounts. This error resulted in employer matching contributions being allocated in a manner that is inconsistent with the terms of the Plan document, potentially leading to overstated participant account balances, additional administrative costs, and the need for corrective action.

We recommend that management work with the Plan's third-party administrator to recalculate the 2024 matching contribution true-up using only participating compensation from July 1, 2024 through December 31, 2024, consistent with the Plan document and evaluate correction of the error with the assistance of ERISA counsel. Management should implement a review control over future matching true-up calculations to ensure compensation definitions, eligibility periods, and other key assumptions are consistent with the Plan's governing provisions before contributions are processed.

* * *

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various plan personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of 401(k) Committee, management, and others within the Plan, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

Ontario, California
REPORT DATE

-Tentative Report-
For Discussion Purposes Only
Subject to Revision

Coversheet

Approval of Staff Tech Refresh Purchase (attached)

Section:	VI. Action Items
Item:	H. Approval of Staff Tech Refresh Purchase (attached)
Purpose:	Vote
Submitted by:	
Related Material:	261013 Staff Technology Refresh BIM - CalOPS.docx.pdf Soft MSP CalOPS Staff Refresh Quote - 10.6.26.pdf Apple Macbook Proposal.pdf XPS 16 Laptop.pdf CalOps Staff Refresh Quote Sept 2026.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Staff Technology Refresh

Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval

Date: 10/13/2026

Reason for Board Consideration (Fiscal Policy, State Requirement, etc.): Fiscal Policy

Decision Type (Action Item, Information Only, etc.): Action Item

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Background (Brief Summary of Background Information):

CalOPS plans staff technology on a three-year refresh cycle. The first phase was completed in spring 2026 with the Extended Leadership Team. This purchase is the next phase.

This refresh covers 250 employees whose devices the CalOPS technology team identified as the highest priority to replace. The majority are PCs at or nearing three years old, or are assigned to employees with the longest tenure. Each employee will receive a laptop (Dell XPS 16 or Apple MacBook Air), a 32-inch monitor, a wireless keyboard and mouse, and a docking station. The purchase also includes 15 laptops and 10 peripheral packages to be held in stock for future hiring.

Rationale (Why is this important and why is this coming to the Board):

Staff technology is the primary avenue for all work in CalOPS's virtual, remote work environment. A three-year refresh cycle keeps reliable hardware in the hands of staff and allows CalOPS to forecast technology costs.

This purchase is being brought to the Board because it exceeds the $100,000 threshold for Board approval under the CalOPS Fiscal Policy. The purchase is split between two vendors, SoftMSP and Apple, and each is outlined separately below.

Evidence of Due Diligence:

Staff obtained quotes from SoftMSP and STS Education, and compared both against direct education pricing from Dell and Apple.

Laptop selection. CalOPS staff work in a fully virtual environment, where the laptop is the primary tool for every part of the workday. A typical staff member runs Zoom for live instruction and meetings throughout the day while simultaneously working in the student information system, learning platforms, email and other applications. This sustained multitasking places a heavier load on the processor than typical office use.

California Online Public Schools

The Lenovo ThinkPad T16 quoted by STS Education at $2,259.00 uses an 8-core processor, compared to the 16-core processor in the Dell XPS 16 quoted by SoftMSP at $2,975.00. Published benchmarks show the Dell's processor performing roughly 65 to 80 percent faster on multi-core workloads, which is the type of performance that supports running video conferencing alongside multiple applications. The Dell also offers a brighter, higher refresh rate display and independently tested battery life of approximately 27 hours.

Dell direct pricing. Staff also compared SoftMSP's laptop pricing to Dell's direct education pricing for the closest available configuration of the Dell XPS 16, which differs slightly in processor model and memory speed. As of October 6, 2026, Dell's direct price was $2,930.23 per laptop, compared to $2,975.00 from SoftMSP. The difference is $44.77 per laptop, or $8,506.30 across 190 laptops.

The Dell direct price is for a laptop with a standard, unconfigured software image. SoftMSP's price includes loading the CalOPS software image, so each laptop arrives with the required programs installed and ready for staff use. Dell offers custom imaging as an added-cost service, and CalOPS does not currently have that service established with Dell. Imaging the laptops manually would take the CalOPS technology team a few hours per device, or several hundred hours across this purchase.

Monitors and peripherals. The Samsung 32-inch monitor is the same model provided to the Extended Leadership Team in the spring 2026 refresh. Standardizing on a single monitor across staff allows the CalOPS technology team to support, troubleshoot and replace one model. After staff reviewed the STS Education quote, SoftMSP reduced its pricing on the docking station and the keyboard and mouse set.

MacBooks. SoftMSP quoted the 15-inch MacBook Air at $1,951.00 per unit. Apple's direct education price for the same configuration is $1,619.00. Purchasing the 75 MacBooks directly from Apple saves $28,293.00 including tax and fees.

Fiscal Impact:

SoftMSP (Quote 20261006-170406010)

Item	Qty	Unit Price	Total
Dell XPS 16 laptop	190	$2,975.00	$565,250.00
Samsung 32" monitor	260	$495.00	$128,700.00
Logitech wireless keyboard and mouse	260	$116.00	$30,160.00
StarTech Thunderbolt 5 docking station	260	$289.00	$75,140.00
CA E-Waste Fee	450	$5.00	$2,250.00
Shipping and handling	1	$8,130.00	$8,130.00
		Subtotal	$809,630.00
		Tax (8.75%)	$69,934.38
		SoftMSP total	**$879,564.38**

California Online Public Schools

Apple (Proposal 2112685712)

Item	Qty	Unit Price	Total
Apple MacBook Air 15", M5, 24GB, 512GB	75	$1,619.00	$121,425.00
Recycle fee			$375.00
		Subtotal	$121,800.00
		Estimated tax (7.75%)	$9,410.44
		Apple total	**$131,210.44**

The combined quoted total is $1,010,774.82. Apple's proposal reflects estimated tax at 7.75 percent. The final rate depends on the delivery location and could be as high as 8.75 percent, which would add $1,214.25. To allow for this difference, staff is requesting approval of not-to-exceed amounts, rounded up to the nearest $1,000.

Vendor	Quoted Total	Tax Allowance	Not to Exceed
SoftMSP	$879,564.38	—	$880,000
Apple	$131,210.44	$1,214.25	$133,000
Total	**$1,010,774.82**	**$1,214.25**	**$1,013,000**

The budget allocates $1,750,000 for capitalized equipment. Spending on staff devices from this allocation totaled $204,800.49 through August 2026. With this purchase at its not-to-exceed amount of $1,013,000, staff device spending would total $1,217,800.49.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable): Staff recommends approval.

Motion to approve the Staff Technology Refresh purchases as outlined: (1) from SoftMSP in an amount not to exceed $880,000, and (2) from Apple in an amount not to exceed $133,000, for a combined total not to exceed $1,013,000.

Prepared/Recommended/Approved By:

Dan Hertzler
Director of Operations

LaChelle Carter
Director of Finance

SoftMSP

CalOPS Staff Refresh

California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
United States

Reference: 20261006-170406010
Quote created: October 6, 2026
Quote expires: November 5, 2026
Quote created by: Sangar Safi

ssafi@softmsp.com

Sheryl Mosso
smosso@californiaops.org
(949) 482-3252

Comments from Sangar Safi

Products & Services

Item & Description	Quantity	Unit Price	Total
DELL XPS Series 3 Intel(R) Core(TM) Ultra X7 Processor 358H (16 Core, 18MB Cache, up to 4.8 GHz). Windows 11 Pro, Copilot+ PC. 32GB LPDDR5x Dual Channel at 9600 MT/s. Graphite Backlit English Keyboard. 16.0", Non-Touch, 2K, 1-120Hz, 500 nits, 512 GB, M.2, PCIe NVMe, SSD	190	$2,975.00	$565,250.00 +$49,459.38 CA Tax Rate
Samsung S60UD Series - LCD monitor - 32" - 2560 x 1440 QHD @ 100 Hz - IPS - 350 cd/m² - 1000:1 - HDR10 - 5 ms - HDMI,	260	$495.00	$128,700.00 +$11,261.25 CA Tax Rate
Logitech Keyboard and mouse set - wireless - Bluetooth 5.1 LE	260	$116.00	$30,160.00 +$2,639.00 CA Tax Rate

Item & Description	Quantity	Unit Price	Total
Startech.com Docking station - for laptop, smartphone, tablet - USB-C / USB4 / Thunderbolt 3 / Thunderbolt 4 / Thunderbolt 5 / USB-A - DP, HDMI - 1GbE, 2.5GbE - 180 Watt	260	$289.00	$75,140.00 +$6,574.75 CA Tax Rate
CA E-Waste Fee California E-Waste fee	450	$5.00	$2,250.00
Shipping and Handling Shipping and Handling	1	$8,130.00	$8,130.00

One-time subtotal	$809,630.00
Tax (8.75%)	$69,934.38
Total	**$879,564.38**

Purchase terms

Questions? Contact me

Sangar Safi
ssafi@softmsp.com

SoftMSP
271 Ott Street Unit 19
Suite 120
Corona, CA 92882
USA

Apple Store for Education Institution

Proposal

Proposal Number

2112685712

Account Number/Name

1928783

CALIFORNIA ONLINE PUBLIC SCHOOLS

Created On

10/06/2026

Created By

Sheryl Mosso

Thank you for creating your proposal, details are provided below. You can access this proposal from your Apple Store for Education Institution by searching proposal number 2112685712.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	Z1LQ 15-inch MacBook Air: Silver Specifications • M5 chip: Apple M5 chip with 10-core CPU, 10-core GPU, and 16-core Neural Engine • Unified Memory: 24GB unified memory • SSD Storage: 512GB SSD storage • Power Adapter: 35W Dual USB-C Port Compact Power Adapter • Pro Apps Bundle for Education: None • Keyboard Language: Backlit Magic Keyboard with Touch ID - US English • Accessory Kit: Accessory Kit	75	1,619.00 Recycle Fee	121,425.00 USD 375.00 USD

Subtotal	121,800.00 USD
Estimated Tax	9,410.44 USD
Total	131,210.44 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your Apple Store for Education Institution and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your Apple Store for Education Institution to login or create your Purchaser Apple Account.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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Back
Premier Deals
Back
Featured Deals(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Featured_Deals)
Laptops(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Laptop_system)
Desktops(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Desktop_system)
Workstations(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Workstation)
Accessories(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Accessories)
Monitors(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Monitors)
Servers, Storage & Networking(//www.dell.com/premier/US/en/RC1860425/#/deals/premierdeals?tabName=Servers)
Account(//www.dell.com/myaccount/en-us/premier/rc1860425)

Hide 1 Compatibility Errors (javascript:;)
The Ready Image option (javascript:;) that you have selected must be ordered with both a version and language selection. Please select only 1 version and 1 language.

Copilot+PC

Ports and slots Dimensions and weight

XPS 16 Laptop

Estimated Value ~~$3,009.99~~
$2,930.23

- Series 3 Intel® Core™ Ultra 7 Processor 366H (16 cores, 18MB Cache, up to 4.8 GHz)
- Windows 11 Pro, Copilot+ PC
- Intel® Graphics
- 32GB LPDDR5x Dual Channel at 8533 MT/s
- 512 GB, M.2, PCIe NVMe, SSD
- Graphite

Add to Cart

Components | Services & Support (#sec291999) | Software (#sec292391) | Monitors and Accessories (#sec292097) | Features (#features_section)

XPS 16 Laptop

Components

Expand All (#) | Collapse All (#)

Processor

Which processor is right for you? Collapse (#)

Series 3 Intel® Core™ Ultra 7 Processor 366H (16 cores, 18MB Cache, up to 4.8 GHz) Selected

Operating System

Which operating system is right for you? Collapse (#)

Windows 11 Pro, Copilot+ PC Selected

Memory

How much memory is right for you? Collapse (#)

16GB LPDDR5x Dual Channel at 7467 MT/s	- $477.75
32GB LPDDR5x Dual Channel at 8533 MT/s	Selected
32GB LPDDR5x Dual Channel at 9600 MT/s	- $87.75
64GB LPDDR5x Dual Channel at 9600 MT/s	+ $594.75

Keyboard

Graphite Backlit English Keyboard

Display

Which display is right for you? Collapse (#)

Touch

16.0", Touch, 3.2K, 20-120Hz, OLED, 400 nits	+ $146.25

Non-Touch

16.0", Non-Touch, 2K, 1-120Hz, 500 nits	**Selected**

Storage

How much storage is right for you? Collapse (#)

512 GB, M.2, PCIe NVMe, SSD	**Selected**
1 TB, M.2, PCIe NVMe, SSD	+ $243.75
2 TB, M.2, PCIe NVMe, SSD	+ $1,218.75
4 TB, M.2 PCIe NVMe , SSD	+ $2,583.75

Wireless

Which wireless card is right for you?
Intel®Wi-Fi 7 BE211 2x2 + Bluetooth 6.0 Wireless Card

Graphics

Which graphics card is right for you? Collapse (#)

Intel® Graphics	**Selected**

Primary Battery

Which battery is right for you?
3Cell, 70Whr

Color

Graphite

Systems Management

Is the Intel vPro® platform right for you? Collapse (#)

Intel® ME Disabled, No Out-of-Band System Management	**Selected**
Intel® vPro Technology Advanced Management Features	$0.00

Power Supply

100W AC adapter, USB Type-C

Operating System Language Pack

English, French, Spanish, Brazilian Portuguese

ICPS

Intel® Connectivity Performance Suite

Secured Component Verification Cloud

Collapse (#)

None	**Selected**
Secured Component Verification Cloud	+ $34.13
Secured Component Verification on Device - Global no TAA	+ $47.78

Services & Support

Selections regarding Services will result in updates to the Support offer for this product, which may impact the total overall price.

Service

Which support service is right for you?
Mail In Service 12 Months, 12 Month(s)

Hardware Support Services Upgrades

Which support service is right for you?

Most of your product portfolio is covered by **ProSupport** to benefit from 24x7 predictive & proactive support.

ENHANCED COVERAGE—FOR BUSINESS

ProSupport

- Hardware and software support
- Next business day onsite repairs after remote diagnosis
- Proactive and predictive hardware alerts with auto dispatch

ACCIDENTAL DAMAGE COVERAGE INCLUDED

ProSupport Plus

- All Benefits of ProSupport Included
- Drops, Spills, Surges Covered, no deductible
- Technical Customer Success Manager (CSM)

- 24/7 phone access to in-region experts

- Automates AI Optimisation & remediation
- Priority Access to Specialized Support Experts
- Keep your Hard Drive

Payment type (•) One-time payment ( ) Monthly payment

ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support, 12 Month(s) **Included**

Years: 1 Year

DROPS, SPILLS, SURGES, NO DEDUCTIBLE

Accidental Damage Service

Accidental Damage Service, 12 Month(s) + $85.44

ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr, 12 Month(s) + $114.24

DROPS, SPILLS, SURGES, NO DEDUCTIBLE

Accidental Damage Service

Accidental Damage included

Keep Your Hard Drive

Is Keep Your Hard Drive Service right for you? Collapse (#)

None	**Selected**
Keep Your Hard Drive, 12 Month(s)	+ $6.71

Extended Battery Service

Is Extended Battery Service the right solution for you? Collapse (#)

None	**Selected**
Extended Battery Service (includes 12Months of system limited hardware warranty), 24 Month(s)	+ $56.64

ProDeploy for Client

Which installation option is right for you? Collapse (#)

☐ ProDeploy Essentials Remote PC Installation	+ $96.00
☐ ProDeploy for Client	+ $50.88
☐ ProDeploy Plus for Client	+ $80.64
☐ ProDeploy Essentials Onsite Installation Add-on	+ $315.84
☐ ProDeploy Plus for Client Onsite Installation Add On	+ $248.64
☐ ProDeploy for Client Suite Resale or Recycle Add On	+ $42.24
☐ ProDeploy for Client Suite Ready Image Add On	+ $22.08
☐ ProDeploy for Client Suite Imaging Add On	+ $40.32
☐ ProDeploy for Client Onsite Installation Add On	+ $184.32
☐ ProDeploy Plus for Client Connected Provisioning for AutoPilot PPFD Option	$0.00
☐ ProDeploy Essentials Resale or Recycle Add On	+ $42.24

Asset Recovery Services

Collapse (#)

☐ Asset Recovery Services - Lease Return Transportation	+ $83.52
☐ Asset Recovery Services - Resale And Recycling	+ $83.52
☐ Asset Recovery Services - Data Sanitization Onsite	+ $72.96

Ready Image

Collapse (#)

⚠ The Ready Image option (javascript:;) that you have selected must be ordered with both a version and language selection. Please select only 1 version and 1 language.

Ready Image

☐ **Install Dell Ready Image**	✓	**Selected**

Version

☐ Ready Image Version: Windows 11 25H2 Edition		$0.00
☐ Ready Image Version: Windows 11 24H2 Edition	✓	$0.00

Language

☐ Ready Image Language: English US	✓	$0.00

Additional Language

☐ Ready Image Language: Amer Language Pack	$0.00

Additional Features

☐ Ready Image Software: Microsoft 365	$0.00
☐ Ready Image Software - SupportAssist	$0.00

Absolute Security - Factory Activated Collapse (#)

None	Selected
Absolute Resilience 3 Years	+ $331.20
Absolute Resilience 4 Years	+ $414.72
Absolute Resilience 5 Years	+ $491.52
Absolute Control 3 Years	+ $230.40
Absolute Control 4 Years	+ $283.20
Absolute Control 5 Years	+ $333.12

Windows AutoPilot

Is Windows Autopilot a right solution for you? Collapse (#)

None	Selected
AutoPilot	$0.00
AutoPilot w/G-Tag Collect ONLINE ONLY	$0.00

Configuration and Deployment Services Collapse (#)

Standard Asset Tags

☐ Asset Tag: Basic Support with Website	+ $28.32
☐ Asset Tag: ProSupport with Website	+ $28.32
☐ Asset Tag: ProSupport Plus with Website	+ $25.44
☐ Asset Tag: MAC Address	+ $28.32
☐ Asset Tag: System Details	+ $25.44

Asset Report

☐ Asset Report: Delivery via Email	Selected

Ship Box Label

☐ Box Label: Med Standard with PO	+ $24.00
☐ Box Label: Med Standard without PO	+ $24.00
☐ Box Label: Standard without PO	+ $30.24

BIOS Settings

☐ BIOS: HDD SATA Operation set to AHCI - NB	+ $24.19

Show Fewer Services & Support

Software

ⓘ For customers purchasing digitally delivered software, a high-speed internet connection is recommended.

Microsoft Office

Which Microsoft® Office product is right for you? Collapse (#)

Activate Your Microsoft 365 For A 30 Day Trial	Selected
Microsoft Office Home 2024 Dell Recommended	+ $146.24
Microsoft Office Home 2024 + Foxit PDF Editor with AI Assistant	+ $194.98
Microsoft Office Home & Business 2024	+ $243.74
Microsoft Office Home 2024 + Adobe Acrobat Pro 2024 - 3-year license	+ $253.48
Microsoft Office Home & Business 2024 + Adobe Acrobat Pro 2024 - 3-year license	+ $350.98

Home and Small Business Security: Location and Data Protection

Which Find My Dell by Absolute solution is right for you? Collapse (#)

None	Selected
Find My Dell by Absolute - 1 year	+ $11.70
Find My Dell by Absolute - 3 year Dell Recommended	+ $23.40
Find & Protect My Dell by Absolute - 1 year	+ $35.10
Find & Protect My Dell by Absolute - 3 year	+ $64.35

AI Security for Commercial & Enterprise Businesses

Which security solution is right for you? Collapse (#)

None	- $28.28
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	Selected
CrowdStrike Endpoint Protection Pro w Essential Support 3yr	+ $39.00
Crowdstrike Endpoint Protection Pro,Prevent Device Ctrl,Ctrl-Respond,Essential Support 5yr USCALATAM	+ $83.85
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	+ $29.25
CrowdStrike Endpoint Protection Enterprise w Essential Support 3yr	+ $126.75
CrowdStrike EP Entp Prevent Insight EDR XDR DeviceCtrl ThreatGraph Essential Support 5yr USCALATAM	+ $224.25
CrowdStrike Endpoint Protection Pro w Essential Support 1yr Gov Cloud	+ $0.73
CrowdStrike Endpoint Protection Pro w Essential Support 3yr Gov Cloud	+ $40.41
Crowdstrike Endpoint Protection Pro,Prevent Device Ctrl,Ctrl-Respond,Essential Support 5yr US GovCld	+ $88.72
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr Gov Cloud	+ $30.46
CrowdStrike Endpoint Protection Enterprise w Essential Support 3yr Gov Cloud	+ $129.91
CrowdStrike EP Entp Prevent Insight EDR XDR DeviceCtrl ThreatGraph Essential Support 5yr USGovCld	+ $232.05
CrowdStrike Endpoint Protection Pro w Essential Support 3 Years + Dell SCV on Cloud Bundle	- $3.90
CrowdStrike Endpoint Protection Pro w Essential Support 1 Year + Dell SCV on Cloud Bundle	+ $31.20
No Security Software	- $28.28
Halcyon Anti-Ransomware Platform & CRWD Endpoint Protection Enterprise 1YR	+ $48.80

PDF Solutions

Which PDF Solution is right for you? Collapse (#)

None	Selected
Foxit PDF Editor with AI Assistant	+ $96.53
Foxit PDF Editor Pro with AI Assistant	+ $125.78
Adobe Acrobat Pro 2024 - 3-year license Dell Recommended	+ $126.74
Adobe Acrobat Standard - 1 year subscription	+ $165.74

Dell Endpoint Security Additional Offers

Collapse (#)

☐ Absolute Secure Access Edge On-Premises, 1Y	+ $160.88
☐ Absolute Secure Access Edge On-Premises, 3Y	+ $409.50
☐ Absolute Visibility (Standard), 1 years	+ $32.18
☐ Absolute Visibility (Standard), 3 years	+ $82.88
☐ Absolute Visibility (Standard), 5 Years	+ $129.68
☐ Absolute Control (Professional), 1 year	+ $66.30
☐ Absolute Control (Professional), 3 years	+ $168.68
☐ Absolute Control (Professional), 4 Years	+ $218.40
☐ Absolute Control (Professional), 5 Years	+ $264.23
☐ Absolute Resilience (Premium), 1 year	+ $102.38
☐ Absolute Resilience (Premium), 3 years	+ $262.28
☐ Absolute Resilience (Premium), 4 Years	+ $338.33
☐ Absolute Resilience (Premium), 5 Years	+ $410.48

Quote for California Online Public Schools Southern California

Marc Netka
STS Education

09-30-2026

STS EDUCATION

A Pacific OneSource, Inc Company

We strive to be the bridge that connects communities of educators so that they can fulfill the promise of learning through technology.

Below are some of the services that we offer:

STS EDUCATION

09-30-2026

130-A W Cochran St.
Simi Valley, CA 93065
Phone: (866) 499-2580
Fax: (888) 801-3381

Quote for California Online Public Schools Southern California (District)

PREPARED FOR

California Online Public Schools Southern California (District)
Sheryl Mosso
800-906-5166
smosso@californiaops.org
33272 VALLE RD
SAN JUAN CAPISTRANO, CA 92675-4842

PREPARED BY

Marc Netka
866-499-2580 x-1817
marcnetka@stseducation-us.com
Created Date: 09-30-2026
Expiration Date: 10-16-2026
Quote Number: Q-56107

Below you will find the financial and legal terms necessary to deploy the product within your organization.

Quote

NAME	UNIT PRICE	QTY	SUBTOTAL
Laptop - 15" and Over (New) 21WUS30B00 - Lenovo ThinkPad T16 Gen 5 (16" Non-Touch, Intel Core Ultra 7 355, 32GB, 512GB SSD, Win 11 Pro, 3 Year Premier Support)	$2,259.00	80	$180,720.00
Monitor - 34" and Under (New) 64B0GAR1UZ - Lenovo ThinkVision T32UD-40 31.5 inch Monitor	$369.00	200	$73,800.00

Accessory - New 215N-TB5USB4DOCK StarTech Thunderbolt 5 Universal Docking Station	$279.00	200	$55,800.00
Accessory - New Logitech Signature Slim MK955 Combo for Business, Copilot Edition, Wireless Keyboard and Mouse, Graphite	$119.00	200	$23,800.00
Microsoft Software Microsoft Software: Load 365 Desktop Suite App Only	$0.00	200	$0.00
Adobe Software Adobe Software: Load Adobe Reader Desktop App Only	$0.00	200	$0.00
Software License Zoom License: Load Workplace Desktop App	$0.00	200	$0.00
White Glove Bundle White Glove Services a La Carte	$0.00	1	$0.00
Custom Asset Tag Service STS -Customized Asset Tag Created Internally	$1.00	200	$200.00
Custom Inventory Management Service STS- 3rd Party Inventory-Asset Upload	$2.00	200	$400.00
Shipping Charge Shipping Charge	$75.00	200	$15,000.00
Special Instructions Special Instructions: District providing 120 Macbooks.	$0.00	1	$0.00

Subtotal $349,720.00

STS EDUCATION

09-30-2026

Tax	$25,940.80
Grand Total	$375,660.80

We are committed to providing our customers with competitive pricing. Due to dynamic global market conditions, quoted prices may be subject to adjustment prior to order confirmation. Please contact your account representative for the most current pricing information.

All sales are subject to applicable sales tax at the time of shipment.

STS EDUCATION stands behind the products and services we provide. For more information on our warranties and guarantees, visit: https://stsed.com/lifetime-parts-warranty/
Financing options are available with approved credit. By submitting a Purchase Order for this quote, you consent to the terms and conditions listed here: https://stsed.com/sales-order-terms-and-conditions/

STS EDUCATION

09-30-2026

Coversheet

Approval of SoftMSP Settlement Agreement Payment (attached)

Section:	VI. Action Items
Item:	I. Approval of SoftMSP Settlement Agreement Payment (attached)
Purpose:	Vote
Submitted by:	
Related Material:	261013 SoftMSP Final Payment BIM - CalOPS.docx.pdf Invoice_1094_from_SoftMSP_LLC.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Approval of Final Payment to SoftMSP for the RISE Platform

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Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval
Date: 10/13/2026
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):

CalOPS and SoftMSP, LLC have worked together since 2025 on the development of the platform now named RISE. The history of the agreements and Board actions is as follows:

- **May 2025.** CalOPS and SoftMSP signed the original development agreement.
- **November 2025.** The agreement was brought to the Board. The Board approved two outstanding payments to SoftMSP, not to exceed $160,000, and directed staff and SoftMSP to address the payment schedule and certain contract language.
- **December 2025.** A contract amendment was brought to the Board. It set monthly payments of $70,833.33 for the remaining development cost and a one-time $190,000 payment at the start of the support term. The Board did not approve the amendment. Staff proceeded with the monthly payments of $70,833.33, as this was their understanding of the directive based on the Board's communication during the November and December Board meetings.
- **January 2026.** Legal counsel for CalOPS and SoftMSP began negotiations on the agreement.
- **August 11, 2026.** Following those negotiations, staff presented the Settlement Agreement and Release of Claims with SoftMSP, and the Board approved it. Under the approved agreement, maintenance services from May 1, 2026 through April 30, 2028 are included in the contract price. The agreement was signed on August 19 and 25, 2026 by Richard Savage, Co-Superintendent, and Sangar Safi, CEO of SoftMSP.
- **August and September 2026.** Staff worked with SoftMSP and its accounting team to reconcile all outstanding invoices and billing under these agreements.

Rationale (Why is this important and why is this coming to the Board):

With the reconciliation complete, one invoice remains: SoftMSP Invoice No. 1094 for $190,000, due October 31, 2026. This is the remaining balance of the contract price under the Settlement Agreement and Release of Claims approved by the Board on August 11, 2026. The payment exceeds the $100,000 threshold in the CalOPS Fiscal Policy and requires Board approval.

Evidence of Due Diligence:

- The Settlement Agreement and Release of Claims was negotiated between legal counsel for CalOPS and SoftMSP from January through August 2026 and approved by the Board on August 11, 2026.

California Online Public Schools

- Staff and SoftMSP's accounting team reconciled all invoices and payments under the agreements in August and September 2026. The reconciliation confirmed a remaining balance of $190,000, which matches the invoiced amount.

Fiscal Impact:

$190,000, payable to SoftMSP, LLC. This is the final payment of the contract price. Under the agreement, the contract price includes maintenance services for the RISE platform from May 1, 2026 through April 30, 2028, and no separate maintenance fee is owed for that period.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable):

Staff recommends approval. Motion to approve payment of SoftMSP Invoice No. 1094 in the amount of $190,000, the final payment under the Settlement Agreement and Release of Claims for the RISE platform.

Prepared/Recommended/Approved By:

Dan Hertzler, Director of Operations

INVOICE

SoftMSP, LLC
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Corona, CA 92882-7104

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softmsp.com

SoftMSP

Bill to
California Online Public Schools

Invoice details
Invoice no.: 1094
Terms: Net 30
Invoice date: 09/01/2026
Due date: 10/31/2026

P.O. No.: SW Development & Licensing

#	Product or service	Description	Qty	Rate	Amount
1.	**2400 Customer Prepayment**	SW Development Final Payment per original contract.	1	$190,000.00	$190,000.00

Total **$190,000.00**

Ways to pay

BANK

This is the final payment due for Software Dev and Licensing agreement.

View and pay