California Online Public Schools

California Online Public Schools

California Online Public Schools (CalOPS) Board Meeting

Published on November 6, 2026 at 7:58 AM PST

Date and Time

Tuesday November 10, 2026 at 5:00 PM PST

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

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

CalOPS Southern California

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

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

Agenda

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

II. Public Comment

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

		Purpose	Presenter	Time

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

III. 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.	Student Representative Updates	FYI	Adrian Romero	
C.	CalOPS Financial Services Report	FYI	LaChelle Carter	

1. CalOPS Consolidated Financial Presentation (attached)

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

1. California School Dashboard Data (attached)

IV. Information Items

A.	Board Retreat Updates	Discuss	Dan Hertzler	
B.	Capistrano SoCal Closure Procedure Updates (attached)	Discuss	Dan Hertzler	

		Purpose	Presenter	Time
C.	Technology Refresh Policy (attached)	Discuss	Dan Hertzler and Richard Savage	
D.	Board Succession Policy (attached)	Discuss	Richie Romero	
E.	CalSTRS Updates (attached)	Discuss	Richie Romero	

V. Consent Items

A.	Approval of Minutes from the October 13, 2026 CalOPS Board Meeting (attached)	Vote	Dan Hertzler	
B.	Approval of Staffing Report (attached)	Vote	Zana Kidd	
C.	Approval of Check and ACH Register (attached)	Vote	LaChelle Carter	
D.	Approval of Credit Card Statements (attached)	Vote	LaChelle Carter	
E.	Ratification of Special Education Service Contracts (attached)	Vote	Mackenzie Duran	
F.	Approval of Updated Admission Policy (attached)	Vote	Dan Hertzler	
G.	Approval of Updated Parent and Family Engagement Policy and Compact (attached)	Vote	Leslie Dombek	
H.	Approval of Updated Fiscal Policy (attached)	Vote	LaChelle Carter	

VI. Action Items

A.	Approval of Addition to Tech Refresh: Document Camera Purchase (attached)	Vote	Dan Hertzler	

VII. Closed Session

A.	CLOSED SESSION - Brown Act	Discuss		

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

		Purpose	Presenter	Time
	◦ Title: Co-Superintendent of Operations, Human Resources, and Business Services			
B.	Closed Session Report Out	FYI	James Stockdale	

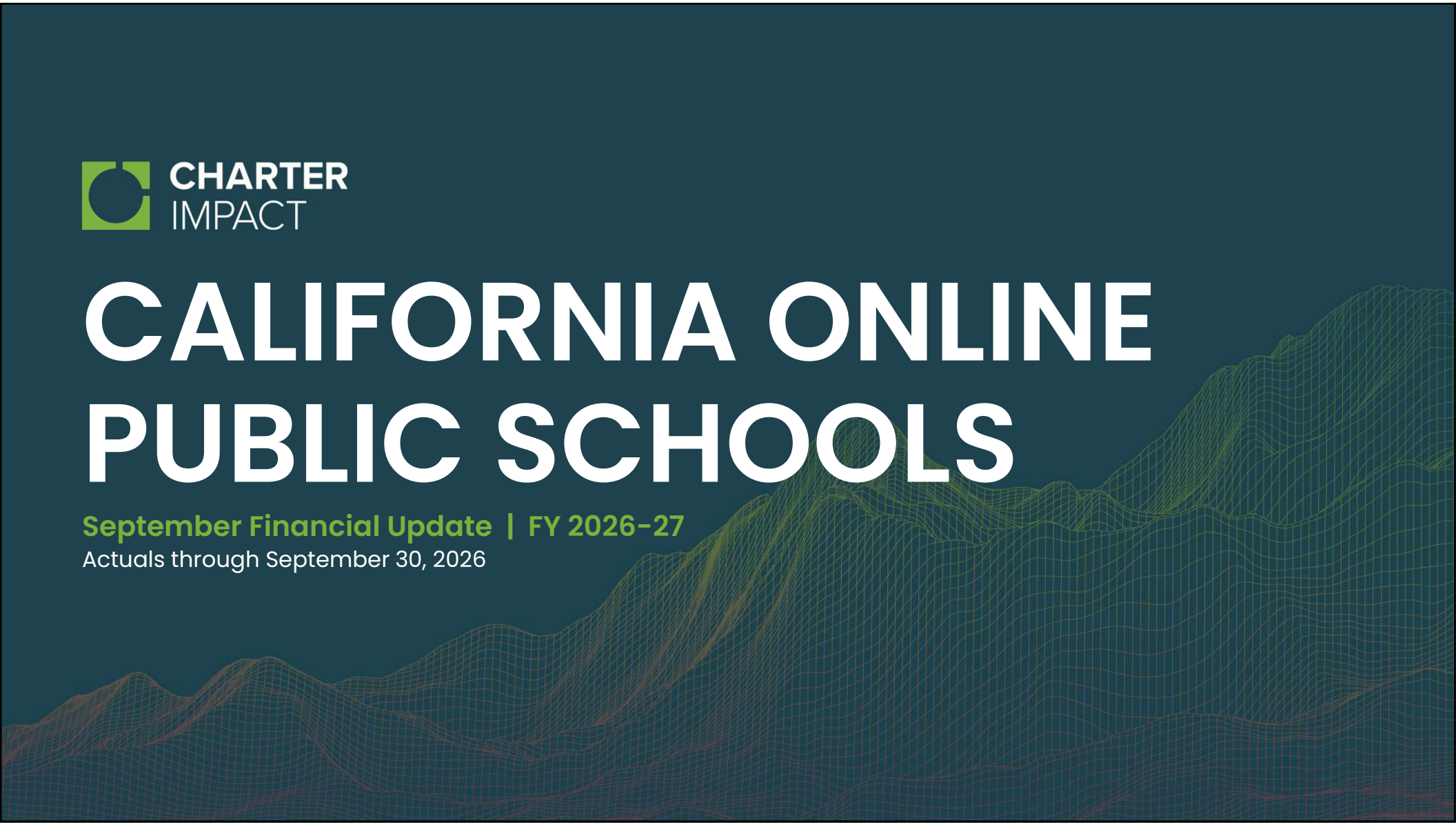
VIII. Closing Items

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_Septmber Board Update_11.10.26.pdf


CHARTER
IMPACT
CALIFORNIA ONLINE
PUBLIC SCHOOLS
September Financial Update | FY 2026-27
Actuals through September 30, 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

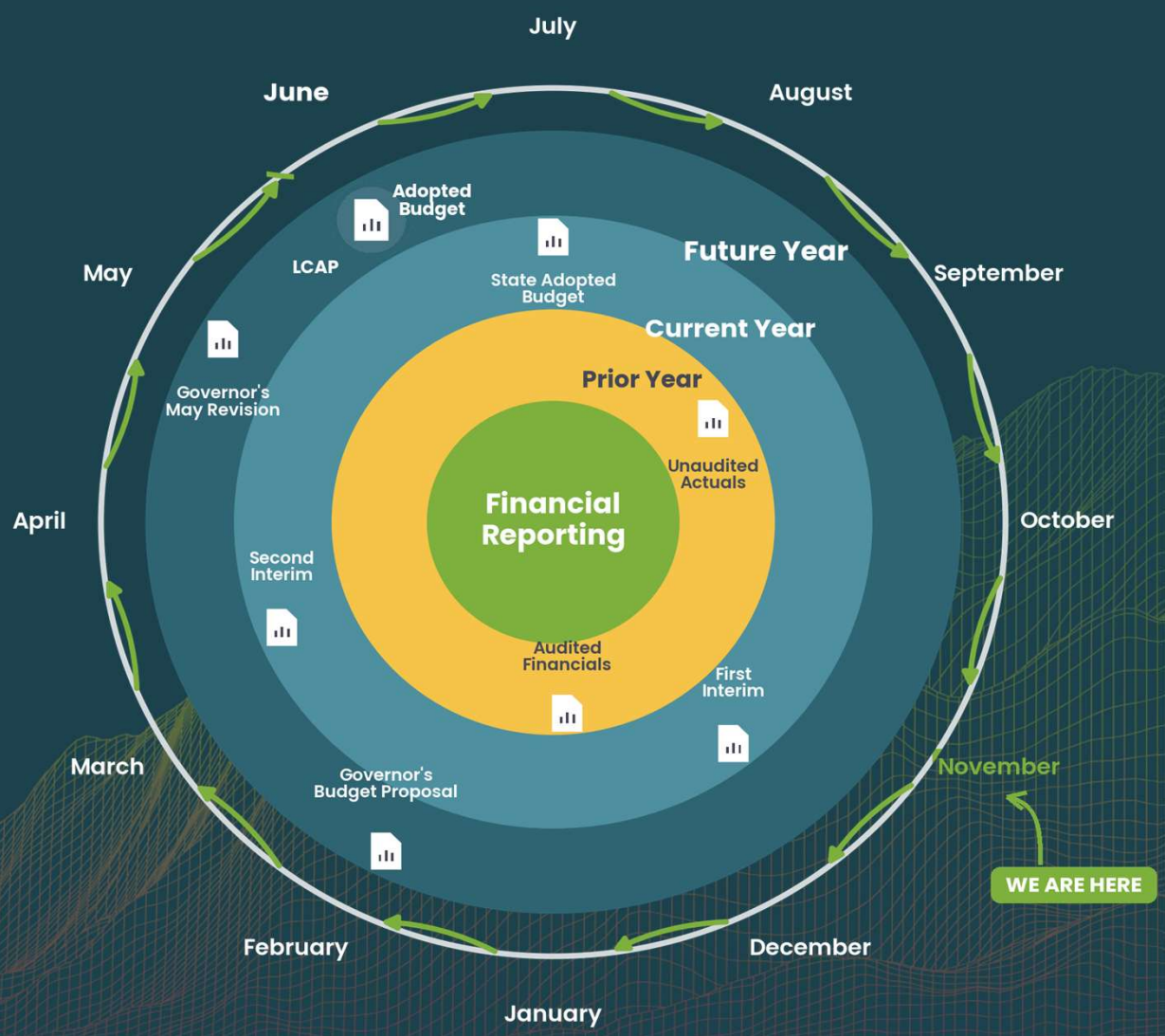
Budget Cycle

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.



CHARTER IMPACT

Summary

Highlights

- Enrollment **8,585** (+66 vs. August; +508 vs. budget) | ADA **8,242** at 96.0% attendance
- Revenue **$135.7M**: +$0.6M vs. August; +$5.2M vs. budget. LCFF down $1.2M (OC prior-year ILPT adjustment), more than offset by one-time state revenue
- Expenses **$123.7M**: -$2.4M vs. August; now -$0.5M vs. budget (IT, SPED contracts, benefits, textbooks)
- Surplus **$12.0M** (9.7%): up $3.0M from August; +$5.7M vs. budget
- Ending fund balance **$26.8M** (21.7%): +$3.0M vs. August; now +$1.4M above budget
- Cash **$14.2M** at September 30, below the 15% reserve ($18.5M) at the seasonal low; year-end cash $28.1M, down $3.7M from August and $4.6M below budget
- One-time revenue and apportionment timing drive this month; expenses continue to be monitored for enrollment growth

	TOTAL · FY 2026-27 Annual / Full Year	vs. August Forecast (MoM)			vs. Adopted Budget	
		Sep Forecast	Aug Forecast	$ Change	Budget	Fav / (Unf)
	Enrollment	**8,585**	**8,519**	**66**	**8,077**	**508**
	ADA	**8,242**	**8,178**	**63**	**7,914**	**328**
Revenue	State Aid-Rev Limit	$115,722,528	$116,903,216	($1,180,688)	$112,818,321	$2,904,207
Revenue	Federal Revenue	2,494,692	2,404,852	89,840	2,341,168	153,523
Revenue	Other State Revenue	17,342,683	15,624,871	1,717,812	15,180,953	2,161,730
Revenue	Other Local Revenue	139,851	147,380	(7,529)	125,326	14,526
	Total Revenue	**$135,699,754**	**$135,080,320**	**$619,434**	**$130,465,768**	**$5,233,986**
Expenses	Certificated Salaries	$55,843,814	$55,769,851	$73,963	$56,890,421	$1,046,607
Expenses	Classified Salaries	5,150,223	5,201,084	(50,861)	3,317,287	(1,832,935)
Expenses	Benefits	24,475,774	25,115,083	(639,309)	24,009,479	(466,296)
Expenses	Books and Supplies	11,858,537	12,160,608	(302,071)	10,716,081	(1,142,456)
Expenses	Subagreement Services	9,408,187	10,122,427	(714,240)	13,277,800	3,869,613
Expenses	Operations	2,640,566	2,402,440	238,126	2,137,437	(503,129)
Expenses	Facilities	1,575,655	1,580,360	(4,705)	1,560,400	(15,255)
Expenses	Professional Services	12,683,695	13,704,906	(1,021,211)	12,207,347	(476,348)
Expenses	Depreciation	45,316	50,110	(4,794)	59,700	14,384
	Total Expenses	**$123,681,768**	**$126,106,868**	**($2,425,100)**	**$124,175,952**	**$494,184**
	Total Surplus / (Deficit)	**$12,017,986**	**$8,973,451**	**$3,044,535**	**$6,289,816**	**$5,728,170**
	As a % of Annual Expenses	*9.7%*	*7.1%*		*5.1%*	
Full Year	Beginning Fund Balance (7/1)	$14,807,561	$14,807,561	-	$19,168,846	($4,361,285)
Full Year	**Ending Fund Balance (6/30)**	**$26,825,548**	**$23,781,013**	**$3,044,535**	**$25,458,661**	**$1,366,887**
	As a % of Annual Expenses	*21.7%*	*18.9%*		*20.5%*	
	Year-End Cash	**$28,081,794**	**$31,770,658**	**($3,688,864)**	**$32,637,941**	**($4,556,147)**

Month-over-Month: What Changed

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

	Sep Forecast	Aug Forecast	$ Change	What changed
Enrollment	8,585	8,519	66	Up 66 (+0.8%) vs. August: OC +37, CV +13, MB +10, CC +7, NB +3, NorCal -4
ADA	8,242	8,178	63	Up 63 ADA (+0.8%) at a 96% attendance rate
State Aid (LCFF)	$115,722,528	$116,903,216	($1,180,688)	State aid (8011) -$1.34M: updated OC ADA/UPP (59.2% vs. 60.3%) and PY ILPT adjustment; EPA and in-lieu +$168K
Federal Revenue	2,494,692	2,404,852	89,840	Title funds adjusted based on updated CDE FY27 allocations
Other State Revenue	17,342,683	15,624,871	1,717,812	One-time grants (8599) +$1.64M recognized in FY27 (NorCal +$0.8M, CV +$0.4M, MB +$0.2M); state SPED +$83K
Other Local Revenue	139,851	147,380	(7,529)	
Total Revenue	**$135,699,754**	**$135,080,320**	**$619,434**	Higher one-time state revenue and Title I more than offset the lower LCFF
Certificated Salaries	$55,843,814	$55,769,851	$73,963	Teachers' salaries +$236K, pupil support +$49K; substitute hours -$131K, stipends/extra duty -$79K
Classified Salaries	5,150,223	5,201,084	(50,861)	Clerical (2400) -$111K, partly offset by instructional aides +$37K and support staff +$23K
Benefits	24,475,774	25,115,083	(639,309)	Health & welfare -$412K and OASDI -$165K adjusted to YTD actuals; workers' comp -$39K, SUI -$21K
Books and Supplies	11,858,537	12,160,608	(302,071)	Textbooks (4100) -$565K, partly offset by software (4305) +$209K and non-cap equipment +$36K
Subagreement Services	9,408,187	10,122,427	(714,240)	SPED services (5102) -$688K, trending lower; holding until the large providers' invoices land
Operations	2,640,566	2,402,440	238,126	Dues & memberships (5300) +$223K; travel and conferences (5201) +$75K; communications -$48K
Facilities	1,575,655	1,580,360	(4,705)	
Professional Services	12,683,695	13,704,906	(1,021,211)	IT (5801) -$850K (Chromebooks moved out of IT); consulting, PD and legal -$98K; field trips +$48K
Total Expenses	**$123,681,768**	**$126,106,868**	**($2,425,100)**	IT, SPED contracts, benefits and textbooks drive the decrease
Surplus / (Deficit)	**$12,017,986**	**$8,973,451**	**$3,044,535**	Revenue +$0.6M and expenses -$2.4M; now 9.7% of expenses vs. 7.1%
Beginning Fund Balance	$14,807,561	$14,807,561	-	
Ending Fund Balance	**$26,825,548**	**$23,781,013**	**$3,044,535**	Up $3.0M from the higher surplus; 21.7% of expenses vs. 18.9%
Year-End Cash	$28,081,794	$31,770,658	($3,688,864)	FY27 SSPDBG and LREBG receipts now expected in Oct/Nov; SoCal due-to/from repayment in Q1

Attendance Data and Metrics

- Average enrollment: **8,585** vs. 8,077 budgeted (**+508**, +6.3%); up 66 from August
- Forecast ADA: **8,242** at a **96.0%** attendance rate (budget: 7,914 at 98.0%)
- Unduplicated pupil percentage: **59.8%** (budget 60.1%); OC updated to 59.2%, which lowers LCFF
- Growth vs. budget is led by OC (**+313**) and Central Valley (**+89**); Monterey Bay +42, NorCal +35, Central Coast +27, North Bay +2

TOTAL

	Forecast	Budget	Var
Average Enrollment	8,585	8,077	+508
ADA	8,242	7,914	+328
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	59.8%	60.1%	-0.3 pts
Revenue per ADA	$16,465	$16,485	($20)
Expenses per ADA	$15,007	$15,691	($684)

OC

	Forecast	Budget	Var
Average Enrollment	4,499	4,186	+313
ADA	4,319	4,101	+218
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	59.2%	60.3%	-1.1 pts
Revenue per ADA	$15,785	$16,198	($413)
Expenses per ADA	$14,715	$15,611	($896)

Central Valley

	Forecast	Budget	Var
Average Enrollment	1,176	1,087	+89
ADA	1,129	1,065	+64
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	73.0%	73.7%	-0.7 pts
Revenue per ADA	$18,812	$18,503	+$309
Expenses per ADA	$16,229	$15,816	+$413

NorCal

	Forecast	Budget	Var
Average Enrollment	1,867	1,832	+35
ADA	1,792	1,795	-3
Attendance Rate	96.0%	98.0%	-2.0 pts
Unduplicated %	57.3%	56.2%	+1.1 pts
Revenue per ADA	$16,577	$16,087	+$490
Expenses per ADA	$15,250	$15,696	($446)

North Bay

	Forecast	Budget	Var
Average Enrollment	209	207	+2
ADA	201	203	-2
Attendance Rate	96.0%	98.1%	-2.1 pts
Unduplicated %	60.0%	62.6%	-2.6 pts
Revenue per ADA	$17,239	$16,833	+$406
Expenses per ADA	$15,711	$15,962	($251)

Monterey Bay

	Forecast	Budget	Var
Average Enrollment	616	574	+42
ADA	591	563	+28
Attendance Rate	96.0%	98.1%	-2.1 pts
Unduplicated %	47.0%	46.9%	+0.1 pts
Revenue per ADA	$16,216	$15,916	+$300
Expenses per ADA	$14,144	$15,834	($1,690)

Central Coast

	Forecast	Budget	Var
Average Enrollment	218	191	+27
ADA	209	187	+22
Attendance Rate	96.0%	97.9%	-1.9 pts
Unduplicated %	58.7%	51.2%	+7.5 pts
Revenue per ADA	$16,847	$16,461	+$386
Expenses per ADA	$14,119	$15,946	($1,827)

Revenue

- FY 2026-27 forecast revenue: **$135.7M** ($16,465 per ADA), **+$5.2M** (+4.0%) vs. adopted budget
- State Aid (LCFF): **$115.7M** (+$2.9M) on forecast ADA of 8,242 vs. 7,914 budgeted; down $1.2M from August on OC's updated ADA/UPP and a prior-year ILPT adjustment
- Other State: $17.3M (+$2.16M, incl. $1.6M of one-time FY27 grants) | Federal: $2.5M (+$0.15M) | Other Local: $0.14M
- Year-to-date revenue of $4.7M is $2.8M behind the budgeted spread, a timing difference in state apportionments (LCFF -$3.3M YTD)
- OC receives its first new-school apportionment in January; no OC revenue has been received year-to-date

TOTAL	Year-to-Date (Jul–Sep)			Annual / Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	$3,615,432	$6,931,605	($3,316,173)	$115,722,528	$112,818,321	$2,904,207
Federal Revenue	11,371	-	11,371	2,494,692	2,341,168	153,523
Other State Revenue	1,037,514	553,085	484,430	17,342,683	15,180,953	2,161,730
Other Local Revenue	45,857	31,331	14,526	139,851	125,326	14,526
Total Revenue	**$4,710,174**	**$7,516,021**	**($2,805,846)**	**$135,699,754**	**$130,465,768**	**$5,233,986**

Revenue

OC +$1.7M, **Central Valley** +$1.5M and **NorCal** +$0.8M lead the increase vs. budget; every region is now at or above budget, including North Bay (+$42K)

OC	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$59,761,044	$58,423,384	$1,337,660
Federal Revenue	1,147,888	1,093,616	54,272
Other State Revenue	7,243,030	6,877,796	365,234
Other Local Revenue	24,354	32,472	(8,118)
Total Revenue	**$68,176,316**	**$66,427,268**	**$1,749,048**

North Bay	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$2,813,765	$2,898,385	($84,620)
Federal Revenue	85,097	75,317	9,780
Other State Revenue	552,457	440,235	112,222
Other Local Revenue	7,455	3,186	4,268
Total Revenue	**$3,458,774**	**$3,417,124**	**$41,650**

Central Valley	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$17,599,484	$16,657,447	$942,037
Federal Revenue	433,190	377,165	56,025
Other State Revenue	3,184,960	2,656,827	528,132
Other Local Revenue	20,595	14,090	6,506
Total Revenue	**$21,238,229**	**$19,705,529**	**$1,532,699**

Monterey Bay	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$8,051,349	$7,663,018	$388,331
Federal Revenue	163,542	158,036	5,506
Other State Revenue	1,351,420	1,124,654	226,767
Other Local Revenue	23,343	15,261	8,082
Total Revenue	**$9,589,655**	**$8,960,969**	**$628,685**

NorCal	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$24,534,646	$24,501,857	$32,789
Federal Revenue	594,908	587,009	7,899
Other State Revenue	4,543,184	3,759,679	783,505
Other Local Revenue	38,204	28,060	10,144
Total Revenue	**$29,710,942**	**$28,876,604**	**$834,337**

Central Coast	Annual / Full Year		
	Forecast	**Budget**	**Fav/(Unf)**
State Aid-Rev Limit	$2,962,240	$2,674,230	$288,010
Federal Revenue	70,066	50,025	20,042
Other State Revenue	467,632	321,761	145,871
Other Local Revenue	25,901	32,257	(6,356)
Total Revenue	**$3,525,839**	**$3,078,273**	**$447,566**

Expenses

- FY 2026-27 forecast expenses: **$123.7M** ($15,007 per ADA), **-$0.5M** (-0.4%) vs. budget; was +$1.9M over in August
- Salaries & benefits: **$85.5M**, 69% of expenses; classified +$1.8M as paras move to classified, benefits +$0.5M, certificated -$1.0M
- Subagreement services **-$3.9M** as SPED services move in-house; trending lower again this month
- Books & supplies +$1.1M (curriculum, software and Chromebooks); operations +$0.5M (dues & memberships); professional services +$0.5M (IT)
- Year-to-date spending is $1.7M above the budgeted spread, mainly annual curriculum, software and lease payments made in July for BTS, partly offset by SPED timing

TOTAL	Year-to-Date (Jul–Sep)			Annual / Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$13,303,807	$13,928,469	$624,662	$55,843,814	$56,890,421	$1,046,607
Classified Salaries	1,053,659	810,147	(243,512)	5,150,223	3,317,287	(1,832,935)
Benefits	5,623,041	5,872,366	249,326	24,475,774	24,009,479	(466,296)
Books and Supplies	7,075,074	4,111,585	(2,963,489)	11,858,537	10,716,081	(1,142,456)
Subagreement Services	567,790	2,389,821	1,822,031	9,408,187	13,277,800	3,869,613
Operations	1,137,229	496,600	(640,629)	2,640,566	2,137,437	(503,129)
Facilities	727,507	390,100	(337,407)	1,575,655	1,560,400	(15,255)
Professional Services	2,425,604	2,213,882	(211,722)	12,683,695	12,207,347	(476,348)
Depreciation	541	14,925	14,384	45,316	59,700	14,384
Total Expenses	**$31,914,252**	**$30,227,896**	**($1,686,356)**	**$123,681,768**	**$124,175,952**	**$494,184**

Expenses

OC · Central Valley · NorCal

OC	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$28,915,510	$29,725,001	$809,491
Classified Salaries	2,667,548	1,698,011	(969,537)
Benefits	12,528,943	12,075,230	(453,713)
Books and Supplies	5,887,581	5,552,869	(334,712)
Subagreement Services	4,840,193	6,881,556	2,041,363
Operations	1,375,267	1,107,404	(267,862)
Facilities	812,952	808,570	(4,383)
Professional Services	6,505,049	6,140,318	(364,731)
Depreciation	23,725	30,935	7,210
Total Expenses	**$63,556,768**	**$64,019,894**	**$463,126**

- **Central Valley** is $1.5M over budget (certificated, curriculum, benefits, classified), $0.5M better than August; surplus $2.9M, in line with budget
- **OC** is $0.5M under budget: lower SPED contracts (-$2.0M) and certificated offset classified, benefits and IT
- **NorCal** is $0.8M under budget (SPED, certificated, benefits)

Central Valley	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$8,242,651	$7,592,579	($650,072)
Classified Salaries	760,028	452,105	(307,923)
Benefits	3,646,908	3,327,643	(319,264)
Books and Supplies	1,862,608	1,441,579	(421,028)
Subagreement Services	1,366,308	1,785,845	419,537
Operations	380,801	287,587	(93,213)
Facilities	217,886	209,913	(7,974)
Professional Services	1,837,736	1,739,140	(98,596)
Depreciation	6,609	8,031	1,422
Total Expenses	**$18,321,534**	**$16,844,423**	**($1,477,111)**

NorCal	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$12,190,882	$12,773,835	$582,953
Classified Salaries	1,123,890	762,319	(361,570)
Benefits	5,336,957	5,533,467	196,510
Books and Supplies	2,796,396	2,430,727	(365,669)
Subagreement Services	2,102,555	3,011,211	908,656
Operations	587,749	484,917	(102,832)
Facilities	361,631	353,945	(7,686)
Professional Services	2,822,308	2,810,776	(11,533)
Depreciation	9,774	13,542	3,767
Total Expenses	**$27,332,141**	**$28,174,739**	**$842,597**

Expenses

North Bay · Monterey Bay · Central Coast

North Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$1,412,879	$1,451,289	$38,410
Classified Salaries	130,254	86,418	(43,836)
Benefits	646,990	659,701	12,710
Books and Supplies	285,423	275,552	(9,871)
Subagreement Services	239,053	341,357	102,304
Operations	67,646	54,971	(12,675)
Facilities	39,465	40,124	659
Professional Services	329,378	329,361	(17)
Depreciation	1,133	1,535	402
Total Expenses	**$3,152,222**	**$3,240,308**	**$88,086**

- **Monterey Bay** is $0.55M under budget (SPED contracts -$0.31M, certificated -$0.26M, benefits -$0.10M)
- **North Bay** is $88K under budget; **Central Coast** is $27K under

Monterey Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$3,758,392	$4,014,913	$256,521
Classified Salaries	346,486	239,071	(107,415)
Benefits	1,710,235	1,807,510	97,275
Books and Supplies	759,909	762,299	2,390
Subagreement Services	634,665	944,345	309,680
Operations	168,566	152,075	(16,491)
Facilities	107,152	111,001	3,848
Professional Services	875,917	879,239	3,322
Depreciation	3,013	4,247	1,233
Total Expenses	**$8,364,335**	**$8,914,699**	**$550,364**

Central Coast	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	$1,323,500	$1,332,804	$9,303
Classified Salaries	122,017	79,363	(42,654)
Benefits	605,740	605,927	187
Books and Supplies	266,621	253,055	(13,566)
Subagreement Services	225,414	313,488	88,073
Operations	60,538	50,483	(10,055)
Facilities	36,569	36,848	279
Professional Services	313,306	308,512	(4,793)
Depreciation	1,061	1,410	349
Total Expenses	**$2,954,767**	**$2,981,890**	**$27,123**

Fund Balance

- Forecast surplus **$12.0M** (9.7%) vs. $6.3M budgeted; up $3.0M from August
- Beginning balance reflects FY26 unaudited actuals: **$14.8M** vs. $19.2M at adoption
- Ending fund balance **$26.8M** (21.7% of expenses) vs. $25.5M budgeted, now +$1.4M above budget

TOTAL	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$12,017,986**	**$6,289,816**	**$5,728,170**
Beginning Fund Balance	14,807,561	19,168,846	(4,361,285)
Ending Fund Balance	**$26,825,548**	**$25,458,661**	**$1,366,887**
As a % of Annual Expenses	*21.7%*	*20.5%*	

OC	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$4,619,548**	**$2,407,374**	**$2,212,174**
Beginning Fund Balance	-	-	-
Ending Fund Balance	**$4,619,548**	**$2,407,374**	**$2,212,174**
As a % of Annual Expenses	*7.3%*	*3.8%*	

North Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$306,551**	**$176,816**	**$129,736**
Beginning Fund Balance	1,327,194	1,756,679	(429,485)
Ending Fund Balance	**$1,633,746**	**$1,933,495**	**($299,749)**
As a % of Annual Expenses	*51.8%*	*59.7%*	

Central Valley	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$2,916,695**	**$2,861,106**	**$55,588**
Beginning Fund Balance	6,944,598	8,983,491	(2,038,893)
Ending Fund Balance	**$9,861,293**	**$11,844,597**	**($1,983,305)**
As a % of Annual Expenses	*53.8%*	*70.3%*	

Monterey Bay	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$1,225,320**	**$46,271**	**$1,179,049**
Beginning Fund Balance	602,358	812,680	(210,322)
Ending Fund Balance	**$1,827,678**	**$858,950**	**$968,727**
As a % of Annual Expenses	*21.9%*	*9.6%*	

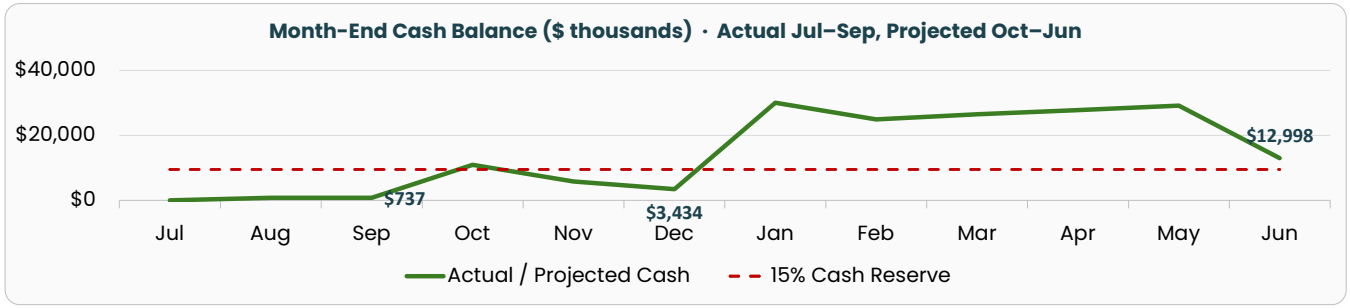
NorCal	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$2,378,800**	**$701,866**	**$1,676,935**
Beginning Fund Balance	5,132,799	6,875,015	(1,742,216)
Ending Fund Balance	**$7,511,600**	**$7,576,880**	**($65,281)**
As a % of Annual Expenses	*27.5%*	*26.9%*	

Central Coast	Annual / Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus / (Deficit)	**$571,072**	**$96,383**	**$474,689**
Beginning Fund Balance	800,612	740,981	59,631
Ending Fund Balance	**$1,371,684**	**$837,364**	**$534,320**
As a % of Annual Expenses	*46.4%*	*28.1%*	

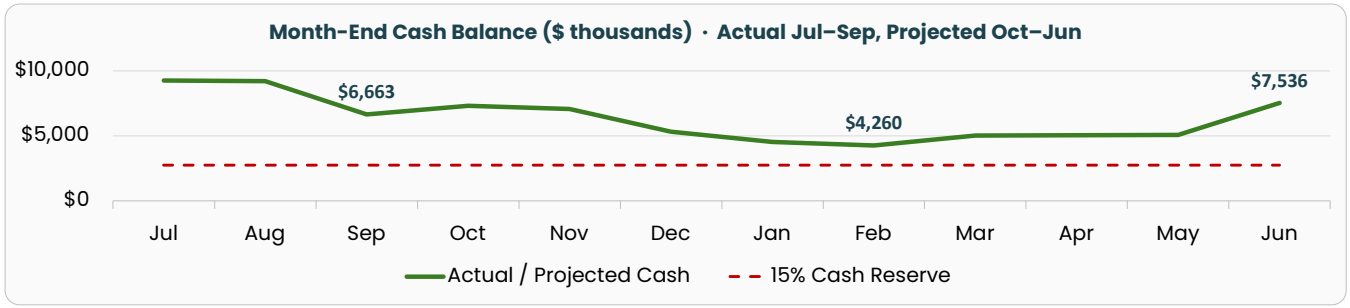
Cash Balance

- Total cash of **$14.2M** at September 30, the seasonal low and below the 15% reserve of **$18.5M**; LCFF apportionments are $3.3M behind the budgeted spread year-to-date
- Year-end cash projected at **$28.1M**, down $3.7M from August and $4.6M below budget; above the reserve every month from October
- OC's first apportionment is expected in **January**; a $15M interfund advance is modeled in October (repaid in June) to carry OC until then
- NorCal fell to **$2.4M** at September 30, below its $4.1M reserve, and recovers above reserve in October

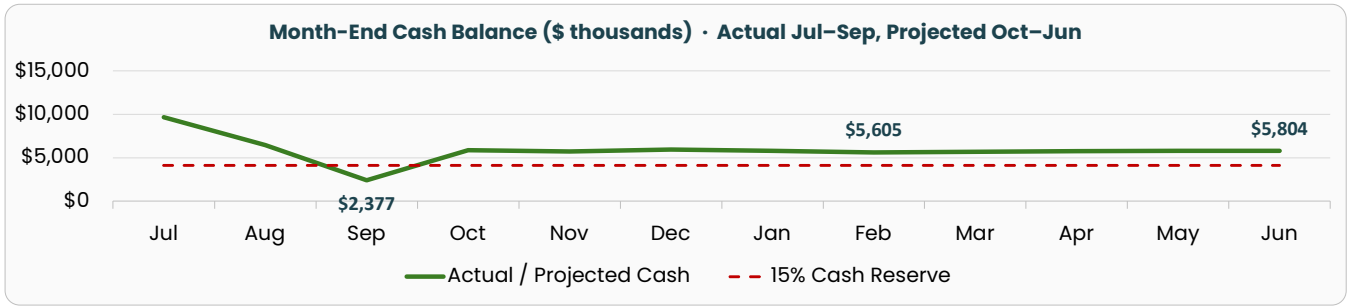
OC



Central Valley



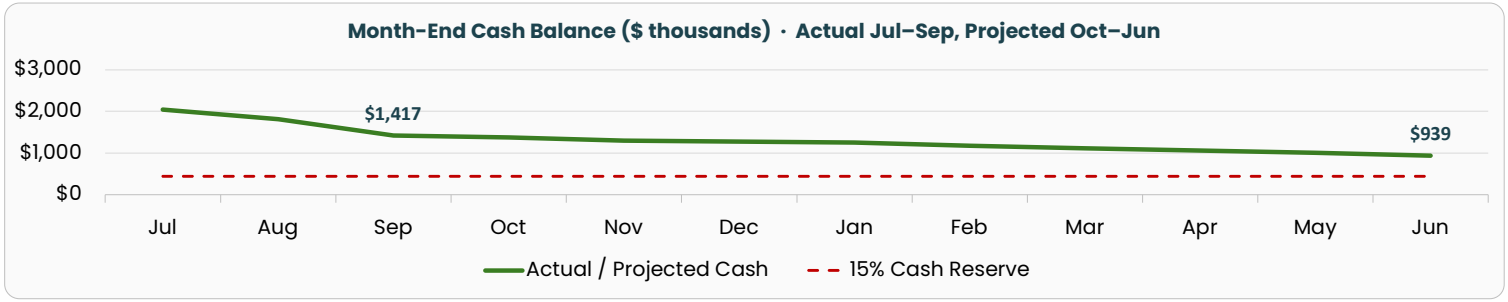
NorCal



Cash Balance

North Bay

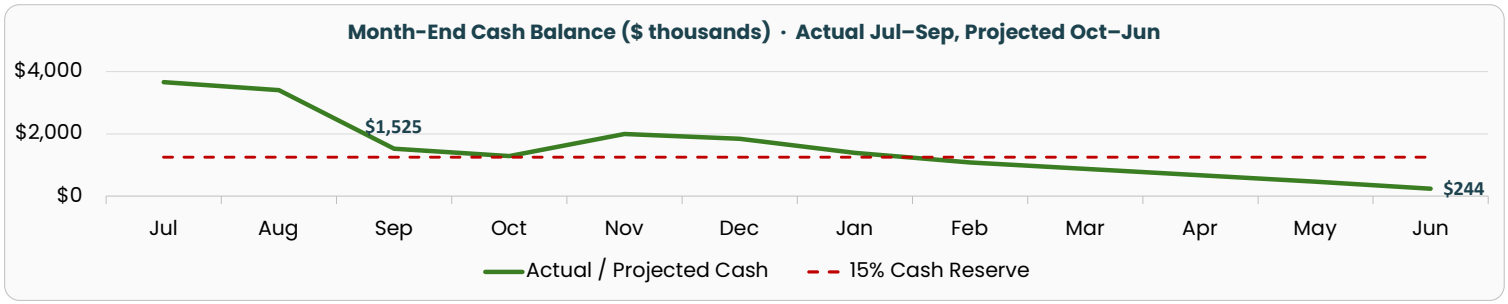
Sep 30: **$1.42M**
Year-end: **$0.94M**
15% reserve: $0.44M



Monterey Bay

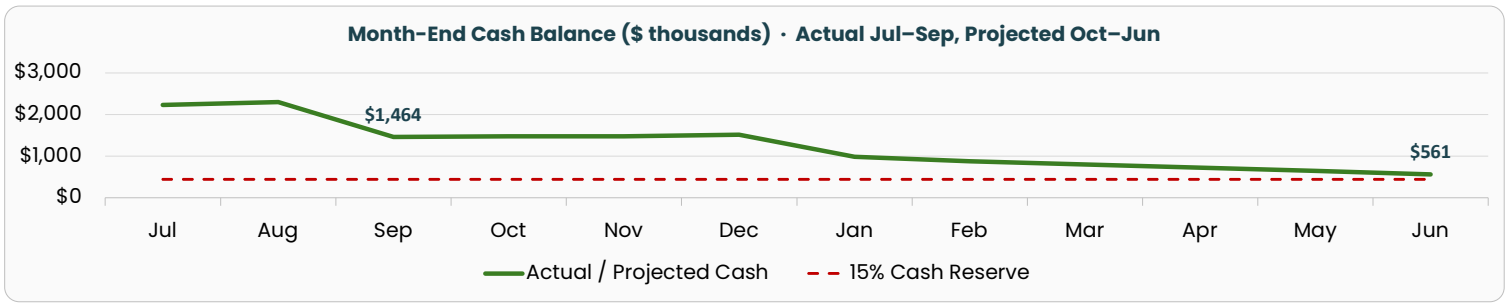
Sep 30: **$1.52M**
Year-end: **$0.24M**
15% reserve: $1.25M

Note: Below reserve Feb–Jun (May–Jun last month) on the timing of ILPT from the district; we will invoice early based on P-2 actuals.



Central Coast

Sep 30: **$1.46M**
Year-end: **$0.56M**
15% reserve: $0.44M
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 September 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

Monthly Cash Flow/Forecast FY26-27

Revised 10/26/2026

Actuals Through: *9/30/2026*

ADA = 8241.60

		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 =	8023.81
State Aid - Revenue Limit																	
8011	LCFF State Aid	70,449	1,666,598	1,722,959	3,539,505	3,539,505	3,539,505	35,922,460	3,539,505	9,282,962	9,282,962	9,282,962	9,282,962	4,501,132	**95,173,465**	92,885,530	2,287,935
8012	Education Protection Account	-	-	9,207	1,159,924	-	1,170,388	-	-	1,170,388	-	-	-	5,953,428	**9,463,335**	9,233,253	230,082
8019	State Aid - Prior Year	-	4,834	(10,965)	-	-	-	-	-	-	-	-	-	-	**(6,131)**	-	(6,131)
8096	In Lieu of Property Taxes	92,446	-	59,904	103,523	103,523	103,523	-	-	-	-	-	-	10,628,941	**11,091,859**	10,699,538	392,321
		162,895	1,671,432	1,781,105	4,802,951	3,643,027	4,813,415	35,922,460	3,539,505	10,453,350	9,282,962	9,282,962	9,282,962	21,083,501	**115,722,528**	**112,818,321**	**2,904,207**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	412,860	**412,860**	412,860	-
8290	Title I, Part A - Basic Low Income	-	-	-	190,328	-	-	190,328	-	-	-	190,328	-	1,145,069	**1,716,054**	1,578,240	137,814
8291	Title II, Part A - Teacher Quality	-	-	1,371	25,222	-	-	25,222	-	-	-	25,222	-	145,387	**222,425**	204,614	17,811
8294	Title IV	-	-	10,000	12,303	-	-	12,303	-	-	-	12,303	-	96,444	**143,354**	145,455	(2,101)
		-	1	11,370	227,854	-	-	227,854	-	-	-	227,854	-	1,799,760	**2,494,692**	**2,341,169**	**153,523**
Other State Revenue																	
8311	State Special Education	251,725	251,725	453,105	451,475	451,475	451,475	451,475	451,475	1,565,963	1,565,963	1,565,963	1,565,963	1,565,963	**11,043,744**	10,605,698	438,046
8550	Mandated Cost	-	-	-	-	-	150,986	-	-	-	-	-	-	-	**150,986**	150,986	(0)
8560	State Lottery	-	-	-	-	-	-	254,563	-	-	254,563	-	-	1,732,589	**2,241,715**	2,152,800	88,915
8598	Prior Year Revenue	-	-	(17,452)	-	-	-	-	-	-	-	-	-	-	**(17,452)**	-	(17,452)
8599	Other State Revenue	793	18,711	78,907	895,210	48,213	48,213	895,210	48,213	48,213	895,210	48,213	48,213	850,369	**3,923,690**	2,271,469	1,652,221
		252,518	270,436	514,560	1,346,685	499,689	650,674	1,601,248	499,689	1,614,176	2,715,736	1,614,176	1,614,176	4,148,921	**17,342,683**	**15,180,953**	**2,161,730**
Other Local Revenue																	
8660	Interest Revenue	48	7,651	2,915	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	-	**104,608**	97,266	7,342
8690	Other Local Revenue	-	35,243	-	-	-	-	-	-	-	-	-	-	-	**35,243**	28,060	7,183
		48	42,894	2,915	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	10,444	-	**139,851**	**125,326**	**14,525**
Total Revenue		**415,461**	**1,984,763**	**2,309,950**	**6,387,934**	**4,153,160**	**5,474,534**	**37,762,005**	**4,049,637**	**12,077,970**	**12,009,142**	**11,135,435**	**10,907,582**	**27,032,182**	**135,699,754**	**130,465,769**	**5,233,985**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	3,524,540	3,381,444	3,250,603	3,431,830	3,431,830	3,431,830	3,431,830	3,431,830	3,431,830	3,431,830	3,431,830	3,431,830	-	**41,043,057**	45,187,541	4,144,484
1170	Teachers' Substitute Hours	-	224	22,580	53,401	53,401	53,401	53,401	53,401	53,401	53,401	53,401	53,401	-	**503,417**	-	(503,417)
1175	Teachers' Extra Duty/Stipends	48,893	66,458	76,255	162,655	162,655	162,655	162,655	162,655	162,655	162,655	162,655	162,655	-	**1,655,499**	1,877,377	221,878
1200	Pupil Support Salaries	528,481	644,958	634,344	667,718	667,718	667,718	667,718	667,718	667,718	667,718	667,718	667,718	-	**7,817,241**	5,599,239	(2,218,002)
1300	Administrators' Salaries	361,306	361,305	384,768	400,470	400,470	400,470	400,470	400,470	400,470	400,470	400,470	400,470	-	**4,711,613**	4,226,265	(485,348)
1900	Other Certificated Salaries	-	7,581	10,067	10,593	10,593	10,593	10,593	10,593	10,593	10,593	10,593	10,593	-	**112,986**	-	(112,986)
		4,463,221	4,461,970	4,378,617	4,726,667	4,726,667	4,726,667	4,726,667	4,726,667	4,726,667	4,726,667	4,726,667	4,726,667	-	**55,843,814**	**56,890,422**	**1,046,608**
Classified Salaries															-	-	-
2100	Instructional Salaries	-	-	155,221	190,640	190,640	190,640	190,640	190,640	190,640	190,640	190,640	190,640	-	**1,870,981**	-	(1,870,981)
2200	Support Salaries	13,867	92,874	54,811	32,281	32,281	32,281	32,281	32,281	32,281	32,281	32,281	32,281	-	**452,085**	248,164	(203,921)
2300	Classified Administrators' Salaries	100,451	103,014	102,984	107,109	107,109	107,109	107,109	107,109	107,109	107,109	107,109	107,109	-	**1,270,429**	1,763,523	493,094
2400	Clerical and Office Staff Salaries	133,523	131,726	165,189	125,143	125,143	125,143	125,143	125,143	125,143	125,143	125,143	125,143	-	**1,556,728**	1,305,602	(251,126)
		247,841	327,614	478,205	455,174	455,174	455,174	455,174	455,174	455,174	455,174	455,174	455,174	-	**5,150,223**	**3,317,289**	**(1,832,934)**
Benefits															-	-	-
3101	STRS	782,723	773,637	764,057	916,958	916,958	916,958	916,958	916,958	916,958	916,958	916,958	916,958	-	**10,573,042**	10,871,500	298,458
3301	OASDI	31,240	37,657	43,432	44,894	44,894	44,894	44,894	44,894	44,894	44,894	44,894	44,894	-	**516,379**	411,344	(105,035)
3311	Medicare	65,676	66,800	67,579	76,600	76,600	76,600	76,600	76,600	76,600	76,600	76,600	76,600	-	**889,457**	873,425	(16,032)
3401	Health and Welfare	786,454	758,269	870,254	745,195	745,195	745,195	745,195	745,195	745,195	745,195	745,195	745,195	-	**9,121,734**	8,386,485	(735,249)
3501	State Unemployment	1,293	5,527	6,604	27,659	27,659	27,659	138,293	110,634	55,317	27,659	27,659	27,659	-	**483,619**	515,154	31,535
3601	Workers' Compensation	36,394	25,686	25,686	73,959	73,959	73,959	73,959	73,959	73,959	73,959	73,959	73,959	-	**753,395**	843,306	89,911
3901	Other Benefits	159,281	156,404	158,389	184,897	184,897	184,897	184,897	184,897	184,897	184,897	184,897	184,897	-	**2,138,149**	2,108,265	(29,884)
		1,863,060	1,823,979	1,936,001	2,070,163	2,070,163	2,070,163	2,180,797	2,153,138	2,097,821	2,070,163	2,070,163	2,070,163	-	**24,475,774**	**24,009,479**	**(466,295)**
Books and Supplies															-	-	-
4100	Textbooks and Core Curricula	2,179,741	418,756	134,276	176,350	176,350	176,350	604,627	176,350	176,350	176,350	176,350	176,350	-	**4,748,196**	4,674,100	(74,096)
4200	Books and Other Materials	-	-	-	1,180	1,180	-	-	-	-	-	-	-	-	**2,360**	5,900	3,540
4302	School Supplies	-	27,111	7,224	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	20,058	-	**214,860**	240,699	25,839
4305	Software	2,303,036	425,896	459,574	250,763	206,198	201,742	197,285	192,829	188,372	183,916	179,459	175,003	-	**4,964,074**	3,839,380	(1,124,694)
4310	Office Expense	85	7,543	15,092	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	12,817	-	**138,069**	153,800	15,731
4311	Business Meals	555	12,765	34,192	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	4,642	-	**89,288**	55,699	(33,589)
4400	Noncapitalized Equipment	62,300	144,612	842,316	57,090	57,090	57,090	195,739	57,090	57,090	57,090	57,090	57,090	-	**1,701,691**	1,746,500	44,809
		4,545,717	1,036,683	1,492,674	522,899	478,335	472,698	1,035,168	463,785	459,329	454,873	450,416	445,960	-	**11,858,537**	**10,716,078**	**(1,142,459)**

FY26-27 CalOps

Monthly Cash Flow/Forecast FY26-27

Revised 10/26/2026

Actuals Through: *9/30/2026*

ADA = 8241.60

		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	263,992	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	952,209	-	**9,130,779**	12,974,300	3,843,521
5105	Security	-	494	372	327	327	327	327	327	327	327	327	327	-	**3,811**	3,600	(211)
5106	Other Educational Consultants	-	-	6,026	29,730	29,730	29,730	29,730	29,730	29,730	29,730	29,730	29,730	-	**273,596**	297,301	23,705
		367	297,032	270,390	982,266	982,266	982,266	982,266	982,266	982,266	982,266	982,266	982,266	-	**9,408,187**	**13,277,801**	**3,869,614**
Operations and Housekeeping		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5201	Auto and Travel	13,654	100,248	121,258	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	-	**647,525**	504,001	(143,524)
5300	Dues & Memberships	91,691	815	385,735	10,364	10,364	10,364	10,364	10,364	10,364	10,364	10,364	10,364	-	**571,517**	307,700	(263,817)
5400	Insurance	31,172	29,390	19,502	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	33,158	-	**378,489**	397,900	19,411
5501	Utilities	306	680	603	933	933	933	933	933	933	933	933	933	-	**9,989**	11,200	1,211
5502	Janitorial Services	1,644	1,890	1,890	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	-	**24,774**	25,799	1,025
5516	Miscellaneous Expense	-	-	-	34	34	34	34	34	34	34	34	34	-	**304**	179	(125)
5900	Communications	161,439	143,264	24,500	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	72,350	-	**980,353**	868,200	(112,153)
5901	Postage and Shipping	1,851	1,243	4,452	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	2,230	-	**27,616**	22,299	(5,317)
		301,757	277,531	557,941	167,037	167,037	167,037	167,037	167,037	167,037	167,037	167,037	167,037	-	**2,640,566**	**2,137,278**	**(503,288)**
Facilities, Repairs and Other Leases		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5601	Rent	37,379	37,377	38,400	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	42,508	-	**495,730**	510,100	14,370
5602	Additional Rent	7,180	4,306	18,383	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	21,117	-	**219,919**	253,401	33,482
5603	Equipment Leases	984	1,767	1,050	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	-	**17,901**	18,799	898
5604	Other Leases	563,146	-	16,855	14,165	14,165	14,165	14,165	14,165	14,165	56,661	56,661	56,661	-	**834,975**	769,500	(65,475)
5610	Repairs and Maintenance	-	-	681	717	717	717	717	717	717	717	717	717	-	**7,131**	8,600	1,469
		608,689	43,450	75,369	80,074	80,074	80,074	80,074	80,074	80,074	122,569	122,569	122,569	-	**1,575,655**	**1,560,400**	**(15,255)**
Professional/Consulting Services		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5801	IT	232,766	1,078,709	(610,304)	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	326,142	-	**3,636,447**	3,913,700	277,253
5802	Audit & Taxes	-	27,545	3,419	32,633	32,633	32,633	-	-	-	-	-	-	-	**128,863**	97,900	(30,963)
5803	Legal	6,953	6,100	55,480	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	77,042	-	**761,907**	924,501	162,594
5804	Professional Development	310,444	39,560	33,443	55,397	55,397	55,397	55,397	55,397	55,397	189,934	55,397	55,397	-	**1,016,558**	582,800	(433,758)
5805	General Consulting	163,490	22,100	6,803	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	49,460	-	**637,534**	494,600	(142,934)
5806	Special Activities/Field Trips	7,429	(286)	47,696	-	-	187,900	187,900	187,900	-	-	-	-	-	**618,539**	563,701	(54,838)
5807	Bank Charges	295	251	218	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	2,370	-	**22,094**	23,700	1,606
5808	Printing	-	-	-	20	20	20	20	20	20	20	20	20	-	**180**	200	20
5809	Other taxes and fees	1,303	1,284	1,289	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	-	**52,566**	54,100	1,534
5810	Payroll Service Fee	-	5,271	-	375	375	375	375	375	375	375	375	375	-	**8,646**	4,500	(4,146)
5811	Back Office Service Fee	217,443	217,363	217,443	227,025	227,025	227,025	227,025	227,025	227,025	227,025	227,025	227,025	-	**2,695,476**	2,629,407	(66,069)
5812	District Oversight Fee	-	-	-	48,030	36,430	48,134	359,225	35,395	104,534	92,830	92,830	92,830	246,989	**1,157,225**	1,128,183	(29,042)
5814	SPED Encroachment	18,356	8,332	14,998	13,544	13,544	13,544	13,544	13,544	46,979	46,979	46,979	46,979	46,375	**343,698**	330,556	(13,142)
5815	Public Relations/Recruitment	37,277	124,970	128,164	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	145,950	-	**1,603,961**	1,459,499	(144,462)
		995,757	1,531,199	(101,352)	983,398	971,799	1,171,403	1,449,860	1,126,030	1,040,703	1,163,536	1,028,999	1,028,999	293,365	**12,683,695**	**12,207,347**	**(476,348)**
Depreciation		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6900	Depreciation Expense	180	180	181	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**45,316**	59,700	14,384
		180	180	181	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**45,316**	**59,700**	**14,384**
Interest		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**13,026,588**	**9,799,638**	**9,088,026**	**9,992,654**	**9,936,490**	**10,130,457**	**11,082,018**	**10,159,148**	**10,014,047**	**10,147,260**	**10,008,267**	**10,003,811**	**293,365**	**123,681,768**	**124,175,794**	**494,026**
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Monthly Surplus (Deficit)		**(12,611,127)**	**(7,814,875)**	**(6,778,076)**	**(3,604,720)**	**(5,783,330)**	**(4,655,924)**	**26,679,987**	**(6,109,511)**	**2,063,923**	**1,861,882**	**1,127,168**	**903,771**	**26,738,817**	**12,017,986**	**6,289,975**	**5,728,011**
		-	-	-	-	-	-	-	-	-	-	-	-	-	-		

FY26-27 CalOps

Monthly Cash Flow/Forecast FY26-27

Revised 10/26/2026

Actuals Through: *9/30/2026*

ADA = 8241.60

	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)	(6,778,076)	(3,604,720)	(5,783,330)	(4,655,924)	26,679,987	(6,109,511)	2,063,923	1,861,882	1,127,168	903,771	26,738,817	**12,017,986**		
Cash flows from operating activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Depreciation/Amortization	17,164	180	181	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	4,975	-	**62,300**		
Public Funding Receivables	12,390,480	771,761	(175,743)	3,479,593	-	552,264	(1,120,238)	-	-	-	-	-	(27,032,182)	**(11,134,066)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Due To/From Related Parties	10,776,798	3,769,932	(1,748,666)	15,000,000	1,000,000	-	-	-	-	-	-	(15,000,000)	-	**13,798,064**		
Prepaid Expenses	582,696	(9,278)	(13,412)	-	-	-	-	-	-	-	-	-	-	**560,006**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(768,025)	578,409	(666,536)	-	-	-	-	-	-	-	-	-	293,365	**(562,787)**		
Accrued Expenses	2,161,878	(1,022,542)	(341,670)	-	-	-	-	-	-	-	-	-	-	**797,666**		
Other Liabilities	-	736,592	-	-	-	-	-	-	-	-	-	-	-	**736,592**		
Deferred Revenue	79,764	52,842	(28,444)	(846,997)	-	-	(846,997)	-	-	(846,997)	-	-	(846,997)	**(3,283,824)**		
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)	(9,752,366)	14,032,852	(4,778,355)	(4,098,685)	24,717,728	(6,104,536)	2,068,898	1,019,860	1,132,143	(14,091,254)				
	-	-	-	-	-	-	-	-	-	-	-	-				
Cash, Beginning of Month	14,242,861	26,872,488	23,935,509	14,183,143	28,215,995	23,437,640	19,338,954	44,056,682	37,952,147	40,021,044	41,040,904	42,173,048				
	-	-	-	-	-	-	-	-	-	-	-	-				
Cash, End of Month	**26,872,488**	**23,935,509**	**14,183,143**	**28,215,995**	**23,437,640**	**19,338,954**	**44,056,682**	**37,952,147**	**40,021,044**	**41,040,904**	**42,173,048**	**28,081,794**				

FY26-27 California Online Public Schools - Central Valley

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 1128.96

		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 = 1128.96	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	593,842	593,842	1,118,779	1,118,779	1,118,779	1,118,779	1,118,779	1,319,394	1,319,394	1,319,394	1,319,394	1,319,395	**13,378,551**	12,681,252	697,299
8012	Education Protection Account	-	-	-	814,756	-	814,756	-	-	814,756	-	-	-	814,756	**3,259,024**	3,073,579	185,445
8019	State Aid - Prior Year	-	4,834	-	-	-	-	-	-	-	-	-	-	-	**4,834**	-	4,834
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	957,075	**957,075**	902,616	54,459
		-	598,676	593,842	1,933,535	1,118,779	1,933,535	1,118,779	1,118,779	2,134,150	1,319,394	1,319,394	1,319,394	3,091,226	**17,599,484**	**16,657,447**	**942,037**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	102,060	**102,060**	102,060	-
8290	Title I, Part A - Basic Low Income	-	-	-	69,835	-	-	69,835	-	-	-	69,835	-	69,835	**279,338**	230,101	49,237
8291	Title II, Part A - Teacher Quality	-	-	-	8,715	-	-	8,715	-	-	-	8,715	-	8,715	**34,860**	27,129	7,731
8294	Title IV, Part A	-	-	-	4,233	-	-	4,233	-	-	-	4,233	-	4,233	**16,932**	17,875	(943)
		-	-	-	82,783	-	-	82,783	-	-	-	82,783	-	184,843	**433,190**	**377,165**	**56,025**
Other State Revenue																	
8311	State Special Education	70,282	70,282	126,508	126,508	126,508	126,508	126,508	126,508	122,639	122,639	122,639	122,639	122,639	**1,512,806**	1,426,725	86,081
8550	Mandated Cost	-	-	-	-	-	41,432	-	-	-	-	-	-	-	**41,432**	41,432	(0)
8560	State Lottery	-	-	-	-	-	-	71,331	-	-	71,331	-	-	164,414	**307,077**	289,605	17,472
8599	Other State Revenue	-	4,518	26,607	319,170	6,604	6,604	319,170	6,604	6,604	319,170	6,604	6,604	295,383	**1,323,644**	899,066	424,578
		70,282	74,800	153,115	445,678	133,113	174,544	517,009	133,113	129,243	513,140	129,243	129,243	582,436	**3,184,960**	**2,656,828**	**528,132**
Other Local Revenue																	
8660	Interest Revenue	39	71	59	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	-	**10,736**	14,090	(3,354)
8690	Other Local Revenue	-	9,859	-	-	-	-	-	-	-	-	-	-	-	**9,859**	-	9,859
		39	9,930	59	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	1,174	-	**20,595**	**14,090**	**6,505**
Total Revenue		**70,321**	**683,406**	**747,016**	**2,463,170**	**1,253,066**	**2,109,254**	**1,719,745**	**1,253,066**	**2,264,567**	**1,833,708**	**1,532,594**	**1,449,811**	**3,858,505**	**21,238,229**	**19,705,530**	**1,532,699**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	520,219	499,098	479,786	506,538	506,538	506,538	506,538	506,538	506,538	506,538	506,538	506,538	-	**6,057,946**	6,078,848	20,902
1170	Teachers' Substitute Hours	-	33	3,297	7,882	7,882	7,882	7,882	7,882	7,882	7,882	7,882	7,882	-	**74,269**	-	(74,269)
1175	Teachers' Extra Duty/Stipends	7,219	9,959	11,258	24,008	24,008	24,008	24,008	24,008	24,008	24,008	24,008	24,008	-	**244,507**	252,554	8,047
1200	Pupil Support Salaries	78,003	95,195	93,629	98,555	98,555	98,555	98,555	98,555	98,555	98,555	98,555	98,555	-	**1,153,823**	738,882	(414,941)
1300	Administrators' Salaries	53,329	53,329	56,791	59,109	59,109	59,109	59,109	59,109	59,109	59,109	59,109	59,109	-	**695,434**	522,295	(173,139)
1900	Other Certificated Salaries	-	1,115	1,486	1,564	1,564	1,564	1,564	1,564	1,564	1,564	1,564	1,564	-	**16,673**	-	(16,673)
		658,770	658,729	646,247	697,656	697,656	697,656	697,656	697,656	697,656	697,656	697,656	697,656	-	**8,242,651**	**7,592,579**	**(650,072)**
Classified Salaries																	
2100	Instructional Salaries	-	-	22,901	28,138	28,138	28,138	28,138	28,138	28,138	28,138	28,138	28,138	-	**276,147**	-	(276,147)
2200	Support Salaries	2,047	13,704	8,200	4,765	4,765	4,765	4,765	4,765	4,765	4,765	4,765	4,765	-	**66,834**	33,574	(33,260)
2300	Classified Administrators' Salaries	14,826	15,205	15,200	15,809	15,809	15,809	15,809	15,809	15,809	15,809	15,809	15,809	-	**187,515**	233,689	46,174
2400	Clerical and Office Staff Salaries	19,708	19,442	24,142	18,471	18,471	18,471	18,471	18,471	18,471	18,471	18,471	18,471	-	**229,532**	184,841	(44,691)
		36,581	48,351	70,443	67,184	67,184	67,184	67,184	67,184	67,184	67,184	67,184	67,184	-	**760,028**	**452,104**	**(307,924)**
Benefits																	
3101	STRS	115,530	114,189	112,775	135,341	135,341	135,341	135,341	135,341	135,341	135,341	135,341	135,341	-	**1,560,566**	1,450,183	(110,383)
3301	OASDI	4,611	5,558	6,410	6,628	6,628	6,628	6,628	6,628	6,628	6,628	6,628	6,628	-	**76,228**	56,061	(20,167)
3311	Medicare	9,694	9,860	9,975	11,306	11,306	11,306	11,306	11,306	11,306	11,306	11,306	11,306	-	**131,285**	116,648	(14,637)
3401	Health and Welfare	116,877	112,794	129,403	110,170	110,170	110,170	110,170	110,170	110,170	110,170	110,170	110,170	-	**1,350,605**	1,203,281	(147,324)
3501	State Unemployment	191	816	975	5,850	5,850	5,850	29,249	23,399	11,700	5,850	5,850	5,850	-	**101,429**	107,281	5,852
3601	Workers' Compensation	5,372	3,791	3,792	10,916	10,916	10,916	10,916	10,916	10,916	10,916	10,916	10,916	-	**111,202**	112,626	1,424
3901	Other Benefits	23,510	23,086	23,377	27,291	27,291	27,291	27,291	27,291	27,291	27,291	27,291	27,291	-	**315,591**	281,564	(34,027)
		275,785	270,094	286,707	307,503	307,503	307,503	330,902	325,052	313,352	307,503	307,503	307,503	-	**3,646,908**	**3,327,644**	**(319,264)**
Books and Supplies																	
4100	Textbooks and Core Curricula	321,395	61,808	19,820	25,101	25,101	25,101	86,062	25,101	25,101	25,101	25,101	25,101	-	**689,897**	628,783	(61,114)
4200	Books and Other Materials	-	-	-	174	174	-	-	-	-	-	-	-	-	**348**	794	446
4302	School Supplies	-	4,156	506	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	2,961	-	**31,307**	32,380	1,073
4305	Software	305,887	62,862	67,833	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	47,224	-	**861,602**	516,492	(345,110)
4310	Office Expense	-	1,099	2,086	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	-	**20,211**	20,690	479
4311	Business Meals	-	1,539	4,058	685	685	685	685	685	685	685	685	685	-	**11,763**	7,493	(4,270)
4400	Noncapitalized Equipment	9,196	21,313	124,235	8,114	8,114	8,114	27,821	8,114	8,114	8,114	8,114	8,114	-	**247,479**	234,948	(12,531)
		636,478	152,777	218,538	86,152	86,152	85,978	166,645	85,978	85,978	85,978	85,978	85,978	-	**1,862,608**	**1,441,580**	**(421,028)**

FY26-27 California Online Public Schools - Central Valley

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 1128.96

		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	-	26,896	33,661	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	140,546	-	**1,325,472**	1,745,366	419,894
5105	Security	-	18	-	48	48	48	48	48	48	48	48	48	-	**453**	484	31
5106	Other Educational Consultants	-	-	890	4,388	4,388	4,388	4,388	4,388	4,388	4,388	4,388	4,388	-	**40,383**	39,994	(389)
		-	26,914	34,551	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	144,983	-	**1,366,308**	**1,785,844**	**419,536**
Operations and Housekeeping																	
5201	Auto and Travel	945	8,968	20,570	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	6,763	-	**91,348**	67,801	(23,547)
5300	Dues & Memberships	12,530	114	56,907	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	-	**83,318**	41,393	(41,925)
5400	Insurance	4,162	4,338	2,879	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	4,894	-	**55,427**	53,527	(1,900)
5501	Utilities	-	-	-	138	138	138	138	138	138	138	138	138	-	**1,240**	1,507	267
5502	Janitorial Services	-	-	-	317	317	317	317	317	317	317	317	317	-	**2,856**	3,471	615
5516	Miscellaneous Expense	-	-	-	10	10	10	10	10	10	10	10	10	-	**93**	94	1
5900	Communications	23,610	20,683	3,151	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	10,679	-	**143,554**	116,794	(26,760)
5901	Postage and Shipping	-	-	3	329	329	329	329	329	329	329	329	329	-	**2,965**	3,000	35
		41,247	34,103	83,510	24,660	24,660	24,660	24,660	24,660	24,660	24,660	24,660	24,660	-	**380,801**	**287,587**	**(93,214)**
Facilities, Repairs and Other Leases																	
5601	Rent	5,517	5,517	5,667	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	6,274	-	**73,169**	68,621	(4,548)
5602	Additional Rent	441	681	2,721	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	3,117	-	**31,894**	34,089	2,195
5603	Equipment Leases	-	-	-	231	231	231	231	231	231	231	231	231	-	**2,081**	2,529	448
5604	Other Leases	73,077	-	-	2,040	2,040	2,040	2,040	2,040	2,040	8,158	8,158	8,158	-	**109,790**	103,517	(6,273)
5610	Repairs and Maintenance	-	-	-	106	106	106	106	106	106	106	106	106	-	**952**	1,157	205
		79,035	6,198	8,388	11,768	11,768	11,768	11,768	11,768	11,768	17,886	17,886	17,886	-	**217,886**	**209,913**	**(7,973)**
Professional/Consulting Services																	
5801	IT	33,902	158,763	(90,536)	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	48,139	-	**535,376**	526,490	(8,886)
5802	Audit & Taxes	-	4,066	505	4,817	4,817	4,817	-	-	-	-	-	-	-	**19,021**	13,170	(5,851)
5803	Legal	62	56	7,228	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	15,061	-	**142,898**	164,726	21,828
5804	Professional Development	45,822	5,605	4,058	2,851	2,851	2,851	2,851	2,851	2,851	9,774	2,851	2,851	-	**88,064**	78,401	(9,663)
5805	General Consulting	18,037	3,262	1,004	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	7,300	-	**88,006**	66,536	(21,470)
5806	Special Activities/Field Trips	-	24	350	-	-	27,734	27,734	27,734	-	-	-	-	-	**83,576**	75,832	(7,744)
5807	Bank Charges	60	61	71	350	350	350	350	350	350	350	350	350	-	**3,340**	3,188	(152)
5808	Printing	-	-	-	3	3	3	3	3	3	3	3	3	-	**27**	27	0
5809	Other taxes and fees	-	172	190	799	799	799	799	799	799	799	799	799	-	**7,549**	7,278	(271)
5810	Payroll Service Fee	-	778	-	55	55	55	55	55	55	55	55	55	-	**1,276**	605	(671)
5811	Management Fee	29,770	29,770	29,770	35,397	35,397	35,397	35,397	35,397	35,397	35,397	35,397	35,397	-	**407,883**	394,111	(13,772)
5812	District Oversight Fee	-	-	-	19,335	11,188	19,335	11,188	11,188	21,342	13,194	13,194	13,194	42,837	**175,995**	166,574	(9,421)
5814	SPED Encroachment	2,318	2,318	4,173	3,795	3,795	3,795	3,795	3,795	3,679	3,679	3,679	3,679	5,944	**48,446**	45,864	(2,582)
5815	Public Relations/Recruitment	5,503	18,001	18,896	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	21,542	-	**236,280**	196,339	(39,941)
		135,474	222,876	(24,291)	159,444	151,296	187,178	174,214	174,214	156,517	155,293	148,370	148,370	48,782	**1,837,736**	**1,739,141**	**(98,595)**
Depreciation																	
6900	Depreciation Expense	-	-	-	734	734	734	734	734	734	734	734	734	-	**6,609**	8,031	1,422
		-	-	-	734	734	734	734	734	734	734	734	734	-	**6,609**	**8,031**	**1,422**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**1,863,370**	**1,420,042**	**1,324,093**	**1,500,083**	**1,491,935**	**1,527,643**	**1,618,745**	**1,532,228**	**1,502,832**	**1,501,876**	**1,494,953**	**1,494,953**	**48,782**	**18,321,534**	**16,844,423**	**(1,477,111)**
Monthly Surplus (Deficit)		**(1,793,049)**	**(736,636)**	**(577,077)**	**963,087**	**(238,869)**	**581,611**	**101,000**	**(279,162)**	**761,736**	**331,832**	**37,641**	**(45,142)**	**3,809,723**	**2,916,695**	**2,861,107**	**55,588**

FY26-27 California Online Public Schools - Central Valley

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 1128.96

	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)	(577,077)	963,087	(238,869)	581,611	101,000	(279,162)	761,736	331,832	37,641	(45,142)	3,809,723	**2,916,695**		
Cash flows from operating activities															Cert.	Instr.
Depreciation/Amortization	-	-	-	734	734	734	734	734	734	734	734	734	-	**6,609**	60.9%	71.9%
Public Funding Receivables	4,610,413	132,355	(56,226)	-	-	167,320	(576,415)	-	-	-	-	-	(3,858,505)	**418,942**	4,444,778	(1,721,716)
Grants and Contributions Rec.	-			-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	1,869,374	2,174,342	(1,807,948)	-	-	(2,500,000)	-	-	-	-	-	2,500,000	-	**2,235,768**		
Prepaid Expenses	163,780	(1,219)	(1,980)	-	-	-	-	-	-	-	-	-	-	**160,581**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(247,670)	46,958	(77,944)	-	-	-	-	-	-	-	-	-	48,782	**(229,874)**		
Accrued Expenses	(9,187)	(1,667,955)	(15,987)	-	-	-	-	-	-	-	-	-	-	**(1,693,129)**	Pupil:Teacher Ratio	
Other Liabilities				-	-	-	-	-	-	-	-	-	-	**-**	20.18	:1
Deferred Revenue	32,326	21,216	(12,830)	(312,565)	-	-	(312,565)	-	-	(312,565)	-	-	(312,565)	**(1,209,550)**		
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)	(2,549,992)	651,256	(238,135)	(1,750,335)	(787,246)	(278,428)	762,470	20,001	38,375	2,455,593				
Cash, Beginning of Month	4,617,622	9,243,609	9,212,670	6,662,678	7,313,934	7,075,799	5,325,464	4,538,218	4,259,791	5,022,261	5,042,261	5,080,636				
Cash, End of Month	**9,243,609**	**9,212,670**	**6,662,678**	**7,313,934**	**7,075,799**	**5,325,464**	**4,538,218**	**4,259,791**	**5,022,261**	**5,042,261**	**5,080,636**	**7,536,229**				

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026
Actuals Through: 9/30/2026
ADA = 200.64

		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 = 200.64	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	90,389	90,389	160,796	160,796	160,796	160,796	160,796	162,912	162,912	162,912	162,912	162,911	**1,799,320**	1,858,257	(58,937)
8012	Education Protection Account	-	-	-	10,032	-	10,032	-	-	10,032	-	-	-	10,032	**40,128**	40,704	(576)
8019	State Aid - Prior Year	-	-	(10,965)	-	-	-	-	-	-	-	-	-	-	**(10,965)**	-	(10,965)
8096	In Lieu of Property Taxes	-	-	59,904	-	-	-	-	-	-	-	-	-	925,378	**985,282**	999,424	(14,142)
		-	90,389	139,328	170,828	160,796	170,828	160,796	160,796	172,944	162,912	162,912	162,912	1,098,321	**2,813,765**	**2,898,385**	**(84,620)**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	23,520	**23,520**	23,520	-
8290	Title I, Part A - Basic Low Income	-	-	-	11,350	-	-	11,350	-	-	-	11,350	-	11,350	**45,399**	37,088	8,311
8291	Title II, Part A - Teacher Quality	-	-	-	1,527	-	-	1,527	-	-	-	1,527	-	1,527	**6,107**	4,494	1,613
8294	Title IV, Part A	-	-	-	2,518	-	-	2,518	-	-	-	2,518	-	2,518	**10,071**	10,216	(145)
		-	1	(1)	15,394	-	-	15,394	-	-	-	15,394	-	38,914	**85,097**	**75,318**	**9,779**
Other State Revenue																	
8311	State Special Education	13,434	13,434	24,181	24,026	24,026	24,026	24,026	24,026	19,535	19,535	19,535	19,535	19,535	**268,858**	272,727	(3,869)
8550	Mandated Cost	-	-	-	-	-	8,495	-	-	-	-	-	-	-	**8,495**	8,495	(0)
8560	State Lottery	-	-	-	-	-	-	13,547	-	-	13,547	-	-	27,480	**54,574**	55,357	(783)
8599	Other State Revenue	-	3,393	4,649	53,046	1,174	1,174	53,046	1,174	1,174	53,046	1,174	1,174	46,308	**220,531**	103,657	116,874
		13,434	16,827	28,830	77,072	25,200	33,695	90,620	25,200	20,709	86,129	20,709	20,709	93,323	**552,457**	**440,236**	**112,221**
Other Local Revenue																	
8660	Interest Revenue	9	1,842	1,351	266	266	266	266	266	266	266	266	266	-	**5,592**	3,186	2,406
8690	Other Local Revenue	-	1,863	-	-	-	-	-	-	-	-	-	-	-	**1,863**	-	1,863
		9	3,705	1,351	266	266	266	266	266	266	266	266	266	-	**7,455**	**3,186**	**4,269**
Total Revenue		**13,443**	**110,922**	**169,508**	**263,561**	**186,262**	**204,789**	**267,076**	**186,262**	**193,919**	**249,306**	**199,281**	**183,887**	**1,230,558**	**3,458,774**	**3,417,125**	**41,649**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	89,172	85,552	82,242	86,825	86,825	86,825	86,825	86,825	86,825	86,825	86,825	86,825	-	**1,038,394**	1,161,946	123,552
1170	Teachers' Substitute Hours	-	6	565	1,351	1,351	1,351	1,351	1,351	1,351	1,351	1,351	1,351	-	**12,730**	-	(12,730)
1175	Teachers' Extra Duty/Stipends	1,239	1,709	1,931	4,115	4,115	4,115	4,115	4,115	4,115	4,115	4,115	4,115	-	**41,916**	48,275	6,359
1200	Pupil Support Salaries	13,371	16,318	16,049	16,893	16,893	16,893	16,893	16,893	16,893	16,893	16,893	16,893	-	**197,777**	141,234	(56,543)
1300	Administrators' Salaries	9,141	9,141	9,735	10,132	10,132	10,132	10,132	10,132	10,132	10,132	10,132	10,132	-	**119,205**	99,835	(19,370)
1900	Other Certificated Salaries	-	191	255	268	268	268	268	268	268	268	268	268	-	**2,858**	-	(2,858)
		112,924	112,917	110,777	119,585	119,585	119,585	119,585	119,585	119,585	119,585	119,585	119,585	-	**1,412,879**	**1,451,290**	**38,411**
Classified Salaries																	
2100	Instructional Salaries	-	-	3,926	4,823	4,823	4,823	4,823	4,823	4,823	4,823	4,823	4,823	-	**47,334**	-	(47,334)
2200	Support Salaries	351	2,349	1,383	817	817	817	817	817	817	817	817	817	-	**11,434**	6,418	(5,016)
2300	Classified Administrators' Salaries	2,542	2,606	2,606	2,710	2,710	2,710	2,710	2,710	2,710	2,710	2,710	2,710	-	**32,142**	44,669	12,527
2400	Clerical and Office Staff Salaries	3,378	3,333	4,138	3,166	3,166	3,166	3,166	3,166	3,166	3,166	3,166	3,166	-	**39,344**	35,332	(4,012)
		6,271	8,288	12,053	11,516	11,516	11,516	11,516	11,516	11,516	11,516	11,516	11,516	-	**130,254**	**86,419**	**(43,835)**
Benefits																	
3101	STRS	19,804	19,574	19,332	23,199	23,199	23,199	23,199	23,199	23,199	23,199	23,199	23,199	-	**267,496**	277,196	9,700
3301	OASDI	790	953	1,099	1,136	1,136	1,136	1,136	1,136	1,136	1,136	1,136	1,136	-	**13,068**	10,716	(2,352)
3311	Medicare	1,662	1,690	1,710	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938	-	**22,504**	22,297	(207)
3401	Health and Welfare	20,042	19,334	22,180	18,884	18,884	18,884	18,884	18,884	18,884	18,884	18,884	18,884	-	**231,513**	229,543	(1,970)
3501	State Unemployment	33	140	167	2,289	2,289	2,289	11,445	9,156	4,578	2,289	2,289	2,289	-	**39,252**	44,601	5,349
3601	Workers' Compensation	921	650	650	1,871	1,871	1,871	1,871	1,871	1,871	1,871	1,871	1,871	-	**19,061**	21,528	2,467
3901	Other Benefits	4,030	3,957	4,007	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	-	**54,096**	53,820	(276)
		47,281	46,297	49,145	53,995	53,995	53,995	63,151	60,862	56,284	53,995	53,995	53,995	-	**646,990**	**659,701**	**12,711**
Books and Supplies																	
4100	Textbooks and Core Curricula	55,126	10,596	3,397	4,558	4,558	4,558	15,628	4,558	4,558	4,558	4,558	4,558	-	**121,211**	120,189	(1,022)
4200	Books and Other Materials	-	-	-	30	30	-	-	-	-	-	-	-	-	**60**	152	92
4302	School Supplies	-	624	87	507	507	507	507	507	507	507	507	507	-	**5,278**	6,189	911
4305	Software	54,529	10,775	11,627	6,086	4,057	3,854	3,652	3,449	3,246	3,043	2,840	2,637	-	**109,795**	98,725	(11,070)
4310	Office Expense	-	179	358	324	324	324	324	324	324	324	324	324	-	**3,455**	3,955	500
4311	Business Meals	-	508	649	117	117	117	117	117	117	117	117	117	-	**2,214**	1,432	(782)
4400	Noncapitalized Equipment	1,576	3,605	21,295	1,482	1,482	1,482	5,080	1,482	1,482	1,482	1,482	1,482	-	**43,410**	44,909	1,499
		111,231	26,287	37,413	13,105	11,076	10,843	25,308	10,438	10,235	10,032	9,829	9,626	-	**285,423**	**275,551**	**(9,872)**

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 200.64

		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	6,743	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	24,091	-	**232,053**	333,619	101,566
5105	Security	-	3	-	8	8	8	8	8	8	8	8	8	-	**78**	93	15
5106	Other Educational Consultants	-	-	152	752	752	752	752	752	752	752	752	752	-	**6,922**	7,645	723
		-	8,495	6,895	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	24,851	-	**239,053**	**341,357**	**102,304**
Operations and Housekeeping																	
5201	Auto and Travel	162	3,677	3,734	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	1,159	-	**18,007**	12,960	(5,047)
5300	Dues & Memberships	2,148	19	9,754	262	262	262	262	262	262	262	262	262	-	**14,282**	7,912	(6,370)
5400	Insurance	738	744	493	839	839	839	839	839	839	839	839	839	-	**9,526**	10,232	706
5501	Utilities	-	-	-	24	24	24	24	24	24	24	24	24	-	**213**	288	75
5502	Janitorial Services	-	-	-	54	54	54	54	54	54	54	54	54	-	**490**	663	173
5516	Miscellaneous Expense	-	-	-	2	2	2	2	2	2	2	2	2	-	**16**	18	2
5900	Communications	4,047	3,545	540	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	-	**24,606**	22,325	(2,281)
5901	Postage and Shipping	-	-	1	56	56	56	56	56	56	56	56	56	-	**508**	573	65
		7,095	7,986	14,523	4,227	4,227	4,227	4,227	4,227	4,227	4,227	4,227	4,227	-	**67,646**	**54,971**	**(12,675)**
Facilities, Repairs and Other Leases																	
5601	Rent	946	946	972	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	-	**12,542**	13,117	575
5602	Additional Rent	76	97	446	534	534	534	534	534	534	534	534	534	-	**5,427**	6,516	1,089
5603	Equipment Leases	-	-	-	40	40	40	40	40	40	40	40	40	-	**357**	483	126
5604	Other Leases	13,864	-	-	395	395	395	395	395	395	1,580	1,580	1,580	-	**20,976**	19,787	(1,189)
5610	Repairs and Maintenance	-	-	-	18	18	18	18	18	18	18	18	18	-	**163**	221	58
		14,886	1,043	1,418	2,063	2,063	2,063	2,063	2,063	2,063	3,248	3,248	3,248	-	**39,465**	**40,124**	**659**
Professional/Consulting Services																	
5801	IT	5,811	27,213	(15,519)	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	8,251	-	**91,768**	100,636	8,868
5802	Audit & Taxes	-	697	87	826	826	826	-	-	-	-	-	-	-	**3,260**	2,517	(743)
5803	Legal	11	10	1,239	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	2,582	-	**24,494**	31,487	6,993
5804	Professional Development	7,854	961	696	1,560	1,560	1,560	1,560	1,560	1,560	5,347	1,560	1,560	-	**27,335**	14,986	(12,349)
5805	General Consulting	3,439	559	172	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	1,251	-	**15,433**	12,718	(2,715)
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	-	**540**	609	69
5808	Printing	-	-	-	1	1	1	1	1	1	1	1	1	-	**5**	5	0
5809	Other taxes and fees	-	29	33	137	137	137	137	137	137	137	137	137	-	**1,294**	1,391	97
5810	Payroll Service Fee	-	133	-	9	9	9	9	9	9	9	9	9	-	**219**	116	(103)
5811	Management Fee	5,702	5,702	5,702	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	**73,356**	75,000	1,644
5812	District Oversight Fee	-	-	-	1,708	1,608	1,708	1,608	1,608	1,729	1,629	1,629	1,629	13,280	**28,138**	28,984	846
5814	SPED Encroachment	447	447	804	721	721	721	721	721	586	586	586	586	1,125	**8,771**	8,887	116
5815	Public Relations/Recruitment	943	3,086	3,239	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	3,693	-	**40,500**	37,529	(2,971)
		24,208	38,841	(3,548)	27,048	26,948	31,802	30,876	30,876	26,109	29,796	26,009	26,009	14,406	**329,378**	**329,360**	**(18)**
Depreciation																	
6900	Depreciation Expense	-	-	-	126	126	126	126	126	126	126	126	126	-	**1,133**	1,535	402
		-	-	-	126	126	126	126	126	126	126	126	126	-	**1,133**	**1,535**	**402**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**323,895**	**250,154**	**228,676**	**256,515**	**254,386**	**259,008**	**281,702**	**264,543**	**254,995**	**257,376**	**253,385**	**253,182**	**14,406**	**3,152,222**	**3,240,308**	**88,086**
Monthly Surplus (Deficit)		**(310,452)**	**(139,232)**	**(59,168)**	**7,046**	**(68,124)**	**(54,219)**	**(14,626)**	**(78,281)**	**(61,076)**	**(8,069)**	**(54,104)**	**(69,296)**	**1,216,153**	**306,551**	**176,817**	**129,734**

FY26-27 California Online Public Schools - NorBay

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 200.64

	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)	(59,168)	7,046	(68,124)	(54,219)	(14,626)	(78,281)	(61,076)	(8,069)	(54,104)	(69,296)	1,216,153	**306,551**
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	126	126	126	126	126	126	126	126	126	-	**1,133**
Public Funding Receivables	131,030	361,838	(10,747)	-	-	31,547	44,791	-	-	-	-	-	(1,230,558)	**(672,099)**
Grants and Contributions Rec.	-			-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	318,593	(160,842)	(312,721)	-	-	-	-	-	-	-	-	-	-	**(154,970)**
Prepaid Expenses	31,870	(209)	(339)	-	-	-	-	-	-	-	-	-	-	**31,322**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(31,555)	9,456	(13,188)	-	-	-	-	-	-	-	-	-	14,406	**(20,881)**
Accrued Expenses	(3,903)	(308,306)	357	-	-	-	-	-	-	-	-	-	-	**(311,852)**
Other Liabilities				-	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	3,353	4,050	(1,956)	(51,872)	-	-	(51,872)	-	-	(51,872)	-	-	(51,872)	**(202,042)**
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)	(397,762)	(44,701)	(67,998)	(22,546)	(21,582)	(78,155)	(60,950)	(59,816)	(53,978)	(69,170)		
Cash, Beginning of Month	1,909,496	2,048,432	1,815,187	1,417,425	1,372,725	1,304,726	1,282,181	1,260,598	1,182,444	1,121,493	1,061,678	1,007,699		
Cash, End of Month	**2,048,432**	**1,815,187**	**1,417,425**	**1,372,725**	**1,304,726**	**1,282,181**	**1,260,598**	**1,182,444**	**1,121,493**	**1,061,678**	**1,007,699**	**938,530**		

Original Budget Total	Favorable / (Unfav.)
Cert.	Instr.
64.1%	74.7%
833,609	(183,796)

Pupil:Teacher Ratio
20.92 :1

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026
Actuals Through: 9/30/2026
ADA = 1792.32

		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 = 1792.32	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	743,401	743,402	1,829,433	1,829,433	1,829,433	1,829,433	1,829,433	2,006,546	2,006,546	2,006,546	2,006,546	(2,775,238)	**15,884,910**	15,837,836	47,074
8012	Education Protection Account	-	-	-	89,616	-	89,616	-	-	89,616	-	-	-	4,871,400	**5,140,248**	5,148,737	(8,489)
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	3,509,488	**3,509,488**	3,515,284	(5,796)
		-	743,401	743,402	1,919,049	1,829,433	1,919,049	1,829,433	1,829,433	2,096,162	2,006,546	2,006,546	2,006,546	5,605,650	**24,534,646**	**24,501,857**	**32,789**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	210,980	**210,980**	210,980	-
8290	Title I, Part A - Basic Low Income	-	-	-	79,381	-	-	79,381	-	-	-	79,381	-	79,381	**317,523**	306,798	10,725
8291	Title II, Part A - Teacher Quality	-	-	-	10,969	-	-	10,969	-	-	-	10,969	-	10,969	**43,875**	43,948	(73)
8294	Title IV, Part A	-	-	-	-	-	-	-	-	-	-	-	-	22,530	**22,530**	25,284	(2,754)
		-	-	-	90,350	-	-	90,350	-	-	-	90,350	-	323,860	**594,908**	**587,010**	**7,898**
Other State Revenue																	
8311	State Special Education	118,507	118,507	213,312	212,601	212,601	212,601	212,601	212,601	177,675	177,675	177,675	177,675	177,675	**2,401,709**	2,405,675	(3,966)
8550	Mandated Cost	-	-	-	-	-	70,430	-	-	-	-	-	-	-	**70,430**	70,430	0
8560	State Lottery	-	-	-	-	-	-	119,875	-	-	119,875	-	-	247,762	**487,511**	488,319	(808)
8599	Other State Revenue	-	7,618	40,287	377,243	10,485	10,485	377,243	10,485	10,485	377,243	10,485	10,485	340,988	**1,583,534**	795,254	788,280
		118,507	126,125	253,599	589,845	223,086	293,516	709,719	223,086	188,160	674,793	188,160	188,160	766,426	**4,543,184**	**3,759,678**	**783,506**
Other Local Revenue																	
8660	Interest Revenue	-	-	547	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	-	**21,592**	-	21,592
8690	Other Local Revenue	-	16,612	-	-	-	-	-	-	-	-	-	-	-	**16,612**	28,060	(11,448)
		-	16,612	547	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	2,338	-	**38,204**	**28,060**	**10,144**
Total Revenue		**118,507**	**886,138**	**997,548**	**2,601,581**	**2,054,857**	**2,214,903**	**2,631,840**	**2,054,857**	**2,286,660**	**2,683,677**	**2,287,394**	**2,197,044**	**6,695,935**	**29,710,942**	**28,876,605**	**834,337**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	769,405	738,167	709,604	749,168	749,168	749,168	749,168	749,168	749,168	749,168	749,168	749,168	-	**8,959,692**	10,249,881	1,290,189
1170	Teachers' Substitute Hours	-	49	4,878	11,658	11,658	11,658	11,658	11,658	11,658	11,658	11,658	11,658	-	**109,845**	-	(109,845)
1175	Teachers' Extra Duty/Stipends	10,673	14,726	16,646	35,508	35,508	35,508	35,508	35,508	35,508	35,508	35,508	35,508	-	**361,613**	425,845	64,232
1200	Pupil Support Salaries	115,367	140,793	138,477	145,763	145,763	145,763	145,763	145,763	145,763	145,763	145,763	145,763	-	**1,706,502**	1,217,437	(489,065)
1300	Administrators' Salaries	78,873	78,873	83,995	87,423	87,423	87,423	87,423	87,423	87,423	87,423	87,423	87,423	-	**1,028,545**	880,671	(147,874)
1900	Other Certificated Salaries	-	1,675	2,197	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	-	**24,684**	-	(24,684)
		974,318	974,283	955,797	1,031,832	1,031,832	1,031,832	1,031,832	1,031,832	1,031,832	1,031,832	1,031,832	1,031,832	-	**12,190,882**	**12,773,834**	**582,952**
Classified Salaries																	
2100	Instructional Salaries	-	-	33,870	41,617	41,617	41,617	41,617	41,617	41,617	41,617	41,617	41,617	-	**408,420**	-	(408,420)
2200	Support Salaries	3,027	20,267	11,937	7,047	7,047	7,047	7,047	7,047	7,047	7,047	7,047	7,047	-	**98,654**	56,612	(42,042)
2300	Classified Administrators'	21,929	22,488	22,482	23,382	23,382	23,382	23,382	23,382	23,382	23,382	23,382	23,382	-	**277,336**	394,037	116,701
2400	Clerical and Office Staff Salaries	29,148	28,756	35,706	27,319	27,319	27,319	27,319	27,319	27,319	27,319	27,319	27,319	-	**339,479**	311,671	(27,808)
		54,104	71,511	103,995	99,364	99,364	99,364	99,364	99,364	99,364	99,364	99,364	99,364	-	**1,123,890**	**762,320**	**(361,570)**
Benefits																	
3101	STRS	170,868	168,885	166,793	200,169	200,169	200,169	200,169	200,169	200,169	200,169	200,169	200,169	-	**2,308,068**	2,445,233	137,165
3301	OASDI	6,819	8,220	9,481	9,804	9,804	9,804	9,804	9,804	9,804	9,804	9,804	9,804	-	**112,756**	94,528	(18,228)
3311	Medicare	14,337	14,583	14,753	16,722	16,722	16,722	16,722	16,722	16,722	16,722	16,722	16,722	-	**194,172**	196,687	2,515
3401	Health and Welfare	172,959	166,813	191,374	161,769	161,769	161,769	161,769	161,769	161,769	161,769	161,769	161,769	-	**1,987,067**	2,024,869	37,802
3501	State Unemployment	283	1,208	1,443	5,925	5,925	5,925	29,626	23,700	11,850	5,925	5,925	5,925	-	**103,661**	107,486	3,825
3601	Workers' Compensation	7,945	5,607	5,607	16,145	16,145	16,145	16,145	16,145	16,145	16,145	16,145	16,145	-	**164,468**	189,904	25,436
3901	Other Benefits	34,771	34,143	34,577	40,364	40,364	40,364	40,364	40,364	40,364	40,364	40,364	40,364	-	**466,765**	474,761	7,996
		407,982	399,459	424,028	450,899	450,899	450,899	474,599	468,674	456,824	450,899	450,899	450,899	-	**5,336,957**	**5,533,468**	**196,511**
Books and Supplies																	
4100	Textbooks and Core Curricula	475,767	91,415	29,311	37,088	37,088	37,088	127,159	37,088	37,088	37,088	37,088	37,088	-	**1,020,356**	1,060,225	39,869
4200	Books and Other Materials	-	-	-	258	258	-	-	-	-	-	-	-	-	**515**	1,338	823
4302	School Supplies	-	5,747	1,840	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	4,379	-	**46,996**	54,598	7,602
4305	Software	491,066	92,973	100,325	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	69,845	-	**1,312,967**	870,886	(442,081)
4310	Office Expense	85	1,733	3,543	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	2,798	-	**30,542**	34,886	4,344
4311	Business Meals	40	3,034	6,816	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	1,013	-	**19,009**	12,634	(6,375)
4400	Noncapitalized Equipment	13,600	31,108	184,051	12,010	12,010	12,010	41,176	12,010	12,010	12,010	12,010	12,010	-	**366,011**	396,158	30,147
		980,558	226,010	325,886	127,390	127,390	127,132	246,369	127,132	127,132	127,132	127,132	127,132	-	**2,796,396**	**2,430,725**	**(365,671)**

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 1792.32

		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	57,730	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	207,867	-	**2,041,919**	2,942,958	901,039
5105	Security	-	147	120	71	71	71	71	71	71	71	71	71	-	**910**	817	(93)
5106	Other Educational Consultants	-	-	1,315	6,490	6,490	6,490	6,490	6,490	6,490	6,490	6,490	6,490	-	**59,726**	67,437	7,711
		(13)	113,544	59,165	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	214,429	-	**2,102,555**	**3,011,212**	**908,657**
Operations and Housekeeping																	
5201	Auto and Travel	5,708	26,564	26,908	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	10,002	-	**149,199**	114,322	(34,877)
5300	Dues & Memberships	18,533	168	84,351	2,262	2,262	2,262	2,262	2,262	2,262	2,262	2,262	2,262	-	**123,414**	69,796	(53,618)
5400	Insurance	6,813	6,416	4,257	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	7,238	-	**82,632**	90,256	7,624
5501	Utilities	306	428	341	204	204	204	204	204	204	204	204	204	-	**2,909**	2,540	(369)
5502	Janitorial Services	287	533	533	469	469	469	469	469	469	469	469	469	-	**5,577**	5,852	275
5516	Miscellaneous Expense	-	-	-	15	15	15	15	15	15	15	15	15	-	**138**	-	(138)
5900	Communications	35,128	31,890	5,958	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	15,794	-	**215,122**	196,934	(18,188)
5901	Postage and Shipping	-	71	4,306	487	487	487	487	487	487	487	487	487	-	**8,758**	5,058	(3,700)
		66,775	66,070	126,654	36,472	36,472	36,472	36,472	36,472	36,472	36,472	36,472	36,472	-	**587,749**	**484,758**	**(102,991)**
Facilities, Repairs and Other Leases																	
5601	Rent	8,160	8,159	8,383	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	9,280	-	**108,218**	115,706	7,488
5602	Additional Rent	653	836	3,852	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	4,610	-	**46,829**	57,479	10,650
5603	Equipment Leases	-	-	-	342	342	342	342	342	342	342	342	342	-	**3,078**	4,264	1,186
5604	Other Leases	121,262	-	16,855	3,537	3,537	3,537	3,537	3,537	3,537	14,148	14,148	14,148	-	**201,782**	174,546	(27,236)
5610	Repairs and Maintenance	-	-	316	156	156	156	156	156	156	156	156	156	-	**1,724**	1,951	227
		130,075	8,995	29,406	17,925	17,925	17,925	17,925	17,925	17,925	28,536	28,536	28,536	-	**361,631**	**353,946**	**(7,685)**
Professional/Consulting Services																	
5801	IT	50,140	234,810	(133,901)	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	71,197	-	**791,820**	887,744	95,924
5802	Audit & Taxes	-	6,013	746	7,124	7,124	7,124	-	-	-	-	-	-	-	**28,131**	22,207	(5,924)
5803	Legal	359	2,049	14,685	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	22,276	-	**217,574**	277,753	60,179
5804	Professional Development	67,770	8,290	6,002	13,457	13,457	13,457	13,457	13,457	13,457	46,139	13,457	13,457	-	**235,859**	132,196	(103,663)
5805	General Consulting	35,803	4,825	1,485	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	10,797	-	**139,287**	112,190	(27,097)
5806	Special Activities/Field Trips	180	(162)	14,375	-	-	41,019	41,019	41,019	-	-	-	-	-	**137,449**	127,864	(9,585)
5807	Bank Charges	101	108	147	517	517	517	517	517	517	517	517	517	-	**5,012**	5,376	364
5808	Printing	-	-	-	4	4	4	4	4	4	4	4	4	-	**39**	45	6
5809	Other taxes and fees	-	254	281	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	1,181	-	**11,164**	12,271	1,107
5810	Payroll Service Fee	-	1,151	-	82	82	82	82	82	82	82	82	82	-	**1,888**	1,021	(867)
5811	Management Fee	44,538	44,538	44,538	49,518	49,518	49,518	49,518	49,518	49,518	49,518	49,518	49,518	-	**579,278**	577,532	(1,746)
5812	District Oversight Fee	-	-	-	19,190	18,294	19,190	18,294	18,294	20,962	20,065	20,065	20,065	70,925	**245,346**	245,019	(327)
5814	SPED Encroachment	3,928	3,928	7,070	6,378	6,378	6,378	6,378	6,378	5,330	5,330	5,330	5,330	10,243	**78,381**	78,500	119
5815	Public Relations/Recruitment	8,137	28,250	27,946	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	31,861	-	**351,081**	331,058	(20,023)
		210,956	334,054	(16,626)	233,583	232,687	274,601	266,581	266,581	227,182	258,968	226,286	226,286	81,168	**2,822,308**	**2,810,776**	**(11,532)**
Depreciation																	
6900	Depreciation Expense	-	-	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**9,774**	13,542	3,768
		-	-	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**9,774**	**13,542**	**3,768**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**2,824,755**	**2,193,926**	**2,008,305**	**2,212,979**	**2,212,083**	**2,253,740**	**2,388,657**	**2,263,495**	**2,212,246**	**2,248,717**	**2,216,035**	**2,216,035**	**81,168**	**27,332,141**	**28,174,581**	**842,440**
Monthly Surplus (Deficit)		**(2,706,248)**	**(1,307,788)**	**(1,010,757)**	**388,602**	**(157,226)**	**(38,837)**	**243,182**	**(208,638)**	**74,414**	**434,960**	**71,358**	**(18,991)**	**6,614,767**	**2,378,800**	**702,024**	**1,676,776**

FY26-27 California Online Public Schools - NorCal

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 1792.32

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(2,706,248)	(1,307,788)	(1,010,757)	388,602	(157,226)	(38,837)	243,182	(208,638)	74,414	434,960	71,358	(18,991)	6,614,767	**2,378,800**		
Cash flows from operating activities															Cert.	Instr.
Depreciation/Amortization	-	-	-	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**9,774**	64.5%	76.2%
Public Funding Receivables	5,394,219	(118,507)	(94,805)	3,479,593	-	249,055	-	-	-	-	-	-	(6,695,935)	**2,213,620**	7,283,990	(1,116,828)
Grants and Contributions Rec.	-			-	-	-	-	-	-	-	-	-	-	-		
Due To/From Related Parties	2,767,071	(1,718,120)	(2,765,972)	-	-	-	-	-	-	-	-	-	-	**(1,717,021)**		
Prepaid Expenses	307,581	(1,803)	(2,928)	-	-	-	-	-	-	-	-	-	-	**302,850**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(352,547)	80,845	(119,548)	-	-	-	-	-	-	-	-	-	81,168	**(310,082)**		
Accrued Expenses	(44,426)	(140,323)	(77,176)	-	-	-	-	-	-	-	-	-	-	**(261,925)**	Pupil:Teacher Ratio	
Other Liabilities				-	-	-	-	-	-	-	-	-	-	-	21.66	:1
Deferred Revenue	32,894	15,188	(17,482)	(366,758)	-	-	(366,758)	-	-	(366,758)	-	-	(366,758)	**(1,436,433)**		
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)	(4,088,668)	3,502,523	(156,139)	211,304	(122,490)	(207,552)	75,501	69,288	72,445	(17,905)				
Cash, Beginning of Month	4,257,786	9,656,330	6,465,822	2,377,154	5,879,677	5,723,537	5,934,842	5,812,352	5,604,800	5,680,300	5,749,588	5,822,033				
Cash, End of Month	**9,656,330**	**6,465,822**	**2,377,154**	**5,879,677**	**5,723,537**	**5,934,842**	**5,812,352**	**5,604,800**	**5,680,300**	**5,749,588**	**5,822,033**	**5,804,128**				

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 591.36

		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 = 591.36	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	168,517	168,517	317,472	317,472	317,472	317,472	317,472	373,985	373,985	373,985	373,985	373,935	**3,794,268**	3,609,951	184,317
8012	Education Protection Account	-	-	-	29,568	-	29,568	-	-	29,568	-	-	-	29,567	**118,271**	112,603	5,668
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	4,138,810	**4,138,810**	3,940,464	198,346
		-	168,517	168,517	347,040	317,472	347,040	317,472	317,472	403,553	373,985	373,985	373,985	4,542,312	**8,051,349**	**7,663,018**	**388,331**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	61,600	**61,600**	61,600	-
8290	Title I, Part A - Basic Low Income	-	-	-	19,588	-	-	19,588	-	-	-	19,588	-	19,588	**78,350**	75,427	2,923
8291	Title II, Part A - Teacher Quality	-	-	-	3,209	-	-	3,209	-	-	-	3,209	-	3,209	**12,836**	10,768	2,068
8294	Title IV, Part A	-	-	-	2,689	-	-	2,689	-	-	-	2,689	-	2,689	**10,756**	10,241	515
		-	-	-	25,486	-	-	25,486	-	-	-	25,486	-	87,086	**163,542**	**158,036**	**5,506**
Other State Revenue																	
8311	State Special Education	37,165	37,165	66,897	66,302	66,302	66,302	66,302	66,302	63,937	63,937	63,937	63,937	63,937	**792,422**	754,447	37,975
8550	Mandated Cost	-	-	-	-	-	22,685	-	-	-	-	-	-	-	**22,685**	22,685	0
8560	State Lottery	-	-	-	-	-	-	37,384	-	-	37,384	-	-	86,081	**160,850**	153,142	7,708
8599	Other State Revenue	-	2,389	2,389	87,716	3,459	3,459	87,716	3,459	3,459	87,716	3,459	3,459	86,781	**375,463**	194,380	181,083
		37,165	39,554	69,286	154,018	69,762	92,447	191,402	69,762	67,396	189,037	67,396	67,396	236,799	**1,351,420**	**1,124,654**	**226,766**
Other Local Revenue																	
8660	Interest Revenue	-	5,738	958	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	-	**18,142**	15,261	2,881
8690	Other Local Revenue	-	5,201	-	-	-	-	-	-	-	-	-	-	-	**5,201**	-	5,201
		-	10,939	958	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	1,272	-	**23,343**	**15,261**	**8,082**
Total Revenue		**37,165**	**219,010**	**238,761**	**527,815**	**388,506**	**440,759**	**535,632**	**388,506**	**472,221**	**564,293**	**468,138**	**442,653**	**4,866,197**	**9,589,655**	**8,960,969**	**628,686**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	237,204	227,573	218,767	230,962	230,962	230,962	230,962	230,962	230,962	230,962	230,962	230,962	-	**2,762,203**	3,214,461	452,258
1170	Teachers' Substitute Hours	-	15	1,552	3,594	3,594	3,594	3,594	3,594	3,594	3,594	3,594	3,594	-	**33,912**	-	(33,912)
1175	Teachers' Extra Duty/Stipends	3,290	4,540	5,132	10,947	10,947	10,947	10,947	10,947	10,947	10,947	10,947	10,947	-	**111,482**	133,549	22,067
1200	Pupil Support Salaries	35,567	43,406	42,691	44,937	44,937	44,937	44,937	44,937	44,937	44,937	44,937	44,937	-	**526,101**	390,717	(135,384)
1300	Administrators' Salaries	24,316	24,316	25,895	26,952	26,952	26,952	26,952	26,952	26,952	26,952	26,952	26,952	-	**317,092**	276,187	(40,905)
1900	Other Certificated Salaries	-	508	678	713	713	713	713	713	713	713	713	713	-	**7,602**	-	(7,602)
		300,377	300,358	294,715	318,105	318,105	318,105	318,105	318,105	318,105	318,105	318,105	318,105	-	**3,758,392**	**4,014,914**	**256,522**
Classified Salaries																	
2100	Instructional Salaries	-	-	10,442	12,830	12,830	12,830	12,830	12,830	12,830	12,830	12,830	12,830	-	**125,913**	-	(125,913)
2200	Support Salaries	933	6,249	3,680	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	2,173	-	**30,415**	17,754	(12,661)
2300	Classified Administrators' Salaries	6,760	6,933	6,931	7,208	7,208	7,208	7,208	7,208	7,208	7,208	7,208	7,208	-	**85,500**	123,574	38,074
2400	Clerical and Office Staff Salaries	8,986	8,865	11,008	8,422	8,422	8,422	8,422	8,422	8,422	8,422	8,422	8,422	-	**104,658**	97,743	(6,915)
		16,679	22,047	32,061	30,633	30,633	30,633	30,633	30,633	30,633	30,633	30,633	30,633	-	**346,486**	**239,071**	**(107,415)**
Benefits																	
3101	STRS	52,678	52,066	51,422	61,710	61,710	61,710	61,710	61,710	61,710	61,710	61,710	61,710	-	**711,552**	766,848	55,296
3301	OASDI	2,103	2,535	2,923	3,022	3,022	3,022	3,022	3,022	3,022	3,022	3,022	3,022	-	**34,763**	29,645	(5,118)
3311	Medicare	4,420	4,495	4,548	5,155	5,155	5,155	5,155	5,155	5,155	5,155	5,155	5,155	-	**59,860**	61,683	1,823
3401	Health and Welfare	53,326	51,429	59,001	50,233	50,233	50,233	50,233	50,233	50,233	50,233	50,233	50,233	-	**615,856**	635,018	19,162
3501	State Unemployment	88	372	445	5,453	5,453	5,453	27,264	21,811	10,905	5,453	5,453	5,453	-	**93,601**	105,871	12,270
3601	Workers' Compensation	2,449	1,729	1,728	4,977	4,977	4,977	4,977	4,977	4,977	4,977	4,977	4,977	-	**50,703**	59,556	8,853
3901	Other Benefits	10,720	10,526	10,660	12,444	12,444	12,444	12,444	12,444	12,444	12,444	12,444	12,444	-	**143,899**	148,889	4,990
		125,784	123,152	130,727	142,994	142,994	142,994	164,805	159,353	148,447	142,994	142,994	142,994	-	**1,710,235**	**1,807,510**	**97,275**
Books and Supplies																	
4100	Textbooks and Core Curricula	146,692	28,181	9,038	12,121	12,121	12,121	41,556	12,121	12,121	12,121	12,121	12,121	-	**322,431**	332,497	10,066
4200	Books and Other Materials	-	-	-	79	79	-	-	-	-	-	-	-	-	**159**	420	261
4302	School Supplies	-	1,661	231	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	-	**14,041**	17,122	3,081
4305	Software	150,890	28,663	30,929	15,400	10,267	9,753	9,240	8,727	8,213	7,700	7,187	6,673	-	**293,642**	273,118	(20,524)
4310	Office Expense	-	475	952	863	863	863	863	863	863	863	863	863	-	**9,190**	10,941	1,751
4311	Business Meals	-	579	1,582	312	312	312	312	312	312	312	312	312	-	**4,972**	3,962	(1,010)
4400	Noncapitalized Equipment	4,192	9,590	56,647	3,941	3,941	3,941	13,513	3,941	3,941	3,941	3,941	3,941	-	**115,473**	124,239	8,766
		301,774	69,149	99,379	34,066	28,933	28,340	66,834	27,313	26,800	26,287	25,773	25,260	-	**759,909**	**762,299**	**2,390**

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 591.36

		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	16,468	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	64,084	-	**616,045**	922,940	306,895
5105	Security	-	8	-	22	22	22	22	22	22	22	22	22	-	**206**	256	50
5106	Other Educational Consultants	-	-	406	2,001	2,001	2,001	2,001	2,001	2,001	2,001	2,001	2,001	-	**18,413**	21,149	2,736
		-	22,832	16,874	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	66,107	-	**634,665**	**944,345**	**309,680**
Operations and Housekeeping																	
5201	Auto and Travel	453	1,530	6,681	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	3,084	-	**36,416**	35,853	(563)
5300	Dues & Memberships	5,713	52	25,947	697	697	697	697	697	697	697	697	697	-	**37,989**	21,889	(16,100)
5400	Insurance	2,071	1,978	1,313	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	2,232	-	**25,446**	28,305	2,859
5501	Utilities	-	-	-	63	63	63	63	63	63	63	63	63	-	**565**	797	232
5502	Janitorial Services	-	-	-	145	145	145	145	145	145	145	145	145	-	**1,302**	1,835	533
5516	Miscellaneous Expense	-	-	-	5	5	5	5	5	5	5	5	5	-	**42**	50	8
5900	Communications	10,763	9,431	1,436	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	-	**65,452**	61,760	(3,692)
5901	Postage and Shipping	-	-	1	150	150	150	150	150	150	150	150	150	-	**1,352**	1,586	234
		19,000	12,991	35,378	11,244	11,244	11,244	11,244	11,244	11,244	11,244	11,244	11,244	-	**168,566**	**152,075**	**(16,491)**
Facilities, Repairs and Other Leases																	
5601	Rent	2,515	2,515	2,585	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	2,861	-	**33,362**	36,286	2,924
5602	Additional Rent	202	258	1,187	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	**14,437**	18,026	3,589
5603	Equipment Leases	-	-	-	105	105	105	105	105	105	105	105	105	-	**949**	1,337	388
5604	Other Leases	37,780	-	-	1,122	1,122	1,122	1,122	1,122	1,122	4,487	4,487	4,487	-	**57,970**	54,739	(3,231)
5610	Repairs and Maintenance	-	-	-	48	48	48	48	48	48	48	48	48	-	**434**	612	178
		40,497	2,773	3,772	5,557	5,557	5,557	5,557	5,557	5,557	8,922	8,922	8,922	-	**107,152**	**111,000**	**3,848**
Professional/Consulting Services																	
5801	IT	15,458	72,390	(41,281)	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	21,949	-	**244,111**	278,405	34,294
5802	Audit & Taxes	-	1,853	230	2,196	2,196	2,196	-	-	-	-	-	-	-	**8,672**	6,964	(1,708)
5803	Legal	29	26	3,296	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	6,867	-	**65,158**	87,106	21,948
5804	Professional Development	20,893	2,556	1,850	4,149	4,149	4,149	4,149	4,149	4,149	14,224	4,149	4,149	-	**72,713**	41,458	(31,255)
5805	General Consulting	10,630	1,487	458	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	3,329	-	**42,533**	35,184	(7,349)
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	-	**1,436**	1,686	250
5808	Printing	-	-	-	1	1	1	1	1	1	1	1	1	-	**12**	14	2
5809	Other taxes and fees	-	78	87	364	364	364	364	364	364	364	364	364	-	**3,442**	3,848	406
5810	Payroll Service Fee	-	355	-	25	25	25	25	25	25	25	25	25	-	**582**	320	(262)
5811	Management Fee	13,866	13,866	13,866	15,983	15,983	15,983	15,983	15,983	15,983	15,983	15,983	15,983	-	**185,443**	179,219	(6,224)
5812	District Oversight Fee	-	-	-	3,470	3,175	3,470	3,175	3,175	4,036	3,740	3,740	3,740	48,793	**80,513**	76,630	(3,883)
5814	SPED Encroachment	1,231	1,231	2,216	1,989	1,989	1,989	1,989	1,989	1,918	1,918	1,918	1,918	3,325	**25,621**	24,481	(1,140)
5815	Public Relations/Recruitment	2,509	8,208	8,615	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	9,822	-	**107,734**	103,823	(3,911)
		64,616	102,061	(10,663)	70,305	70,010	82,951	80,459	80,459	68,603	78,383	68,307	68,307	52,118	**875,917**	**879,237**	**3,320**
Depreciation																	
6900	Depreciation Expense	-	-	-	335	335	335	335	335	335	335	335	335	-	**3,013**	4,247	1,234
		-	-	-	335	335	335	335	335	335	335	335	335	-	**3,013**	**4,247**	**1,234**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**868,727**	**655,363**	**602,243**	**679,346**	**673,917**	**686,266**	**744,079**	**699,106**	**675,831**	**683,010**	**672,421**	**671,908**	**52,118**	**8,364,335**	**8,914,698**	**550,363**
Monthly Surplus (Deficit)		**(831,562)**	**(436,353)**	**(363,482)**	**(151,531)**	**(285,412)**	**(245,507)**	**(208,447)**	**(310,600)**	**(203,610)**	**(118,717)**	**(204,283)**	**(229,255)**	**4,814,078**	**1,225,320**	**46,271**	**1,179,049**

FY26-27 California Online Public Schools - MonBay

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 591.36

	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)	(363,482)	(151,531)	(285,412)	(245,507)	(208,447)	(310,600)	(203,610)	(118,717)	(204,283)	(229,255)	4,814,078	**1,225,320**
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	335	335	335	335	335	335	335	335	335	-	**3,013**
Public Funding Receivables	1,678,551	408,412	(29,732)	-	-	82,204	(155,186)	-	-	-	-	-	(4,866,197)	**(2,881,947)**
Grants and Contributions Rec.	-			-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	854,736	(188,821)	(1,375,629)	-	1,000,000	-	-	-	-	-	-	-	-	**290,286**
Prepaid Expenses	93,096	(555)	(902)	-	-	-	-	-	-	-	-	-	-	**91,639**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	(105,807)	105,950	(117,058)	-	-	-	-	-	-	-	-	-	52,118	**(64,797)**
Accrued Expenses	(10,219)	(151,288)	985	-	-	-	-	-	-	-	-	-	-	**(160,522)**
Other Liabilities				-	-	-	-	-	-	-	-	-	-	**-**
Deferred Revenue	8,017	10,777	4,472	(84,256)	-	-	(84,256)	-	-	(84,256)	-	-	(84,256)	**(313,759)**
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)	(1,881,346)	(235,452)	714,923	(162,968)	(447,555)	(310,265)	(203,276)	(202,638)	(203,948)	(228,920)		
Cash, Beginning of Month	1,971,004	3,657,816	3,405,938	1,524,592	1,289,140	2,004,063	1,841,095	1,393,540	1,083,275	879,999	677,362	473,414		
Cash, End of Month	**3,657,816**	**3,405,938**	**1,524,592**	**1,289,140**	**2,004,063**	**1,841,095**	**1,393,540**	**1,083,275**	**879,999**	**677,362**	**473,414**	**244,494**		

Original Budget Total	Favorable / (Unfav.)
Cert.	Instr.
61.4%	71.5%
2,050,946	(810,797)

Pupil:Teacher Ratio
23.18 :1

FY26-27 California Online Public Schools - Central Coast

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026
Actuals Through: 9/30/2026
ADA = 209.28

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA =	209.28
State Aid - Revenue Limit																	
8011	LCFF State Aid	70,449	70,449	126,809	113,024	113,024	113,024	113,024	113,024	121,097	121,097	121,097	121,097	121,098	**1,438,313**	1,313,269	125,044
8012	Education Protection Account	-	-	9,207	-	-	10,464	-	-	10,464	-	-	-	11,721	**41,856**	37,380	4,476
8096	In Lieu of Property Taxes	92,446	-	-	103,523	103,523	103,523	-	-	-	-	-	-	1,079,057	**1,482,071**	1,323,581	158,490
		162,895	70,449	136,016	216,547	216,547	227,011	113,024	113,024	131,561	121,097	121,097	121,097	1,211,876	**2,962,240**	**2,674,230**	**288,010**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	14,700	**14,700**	14,700	-
8290	Title I, Part A - Basic Low Income	-	-	-	10,176	-	-	10,176	-	-	-	10,176	-	10,176	**40,703**	22,229	18,474
8291	Title II, Part A - Teacher Quality	-	-	1,371	803	-	-	803	-	-	-	803	-	(568)	**3,210**	2,867	343
8294	Title IV, Part A	-	-	10,000	2,863	-	-	2,863	-	-	-	2,863	-	(7,137)	**11,453**	10,228	1,225
		-	-	11,371	13,842	-	-	13,842	-	-	-	13,842	-	17,171	**70,066**	**50,024**	**20,042**
Other State Revenue																	
8311	State Special Education	12,337	12,337	22,207	22,037	22,037	22,037	22,037	22,037	24,674	24,674	24,674	24,674	24,674	**280,435**	250,449	29,986
8550	Mandated Cost	-	-	-	-	-	7,944	-	-	-	-	-	-	-	**7,944**	7,944	0
8560	State Lottery	-	-	-	-	-	-	12,425	-	-	12,425	-	-	32,073	**56,924**	50,837	6,087
8598	Prior Year Revenue	-	-	(17,452)	-	-	-	-	-	-	-	-	-	-	**(17,452)**	-	(17,452)
8599	Other State Revenue	793	793	4,975	32,769	1,224	1,224	32,769	1,224	1,224	32,769	1,224	1,224	27,568	**139,781**	12,531	127,250
		13,130	13,130	9,730	54,806	23,261	31,205	67,231	23,261	25,898	69,868	25,898	25,898	84,315	**467,632**	**321,761**	**145,871**
Other Local Revenue																	
8660	Interest Revenue	-	-	-	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	-	**24,193**	32,257	(8,064)
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	-	**25,901**	**32,257**	**(6,356)**
Total Revenue		**176,025**	**85,287**	**157,117**	**287,882**	**242,496**	**260,905**	**196,785**	**138,974**	**160,147**	**193,653**	**163,524**	**149,683**	**1,313,361**	**3,525,839**	**3,078,272**	**447,567**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	83,531	80,140	77,039	81,334	81,334	81,334	81,334	81,334	81,334	81,334	81,334	81,334	-	**972,719**	1,067,083	94,364
1170	Teachers' Substitute Hours	-	5	529	1,266	1,266	1,266	1,266	1,266	1,266	1,266	1,266	1,266	-	**11,925**	-	(11,925)
1175	Teachers' Extra Duty/Stipends	1,154	1,594	1,803	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,855	3,855	-	**39,245**	44,333	5,088
1200	Pupil Support Salaries	12,525	15,286	15,034	15,825	15,825	15,825	15,825	15,825	15,825	15,825	15,825	15,825	-	**185,269**	129,704	(55,565)
1300	Administrators' Salaries	8,563	8,562	9,119	9,491	9,491	9,491	9,491	9,491	9,491	9,491	9,491	9,491	-	**111,664**	91,684	(19,980)
1900	Other Certificated Salaries	-	179	239	251	251	251	251	251	251	251	251	251	-	**2,678**	-	(2,678)
		105,773	105,766	103,763	112,022	112,022	112,022	112,022	112,022	112,022	112,022	112,022	112,022	-	**1,323,500**	**1,332,804**	**9,304**
Classified Salaries																	
2100	Instructional Salaries	-	-	3,676	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	-	**44,340**	-	(44,340)
2200	Support Salaries	329	2,201	1,297	765	765	765	765	765	765	765	765	765	-	**10,713**	5,894	(4,819)
2300	Classified Administrators' Salaries	2,380	2,441	2,440	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	-	**30,107**	41,022	10,915
2400	Clerical and Office Staff Salaries	3,165	3,122	3,877	2,966	2,966	2,966	2,966	2,966	2,966	2,966	2,966	2,966	-	**36,857**	32,447	(4,410)
		5,874	7,764	11,290	10,788	10,788	10,788	10,788	10,788	10,788	10,788	10,788	10,788	-	**122,017**	**79,363**	**(42,654)**
Benefits																	
3101	STRS	18,549	18,334	18,106	21,732	21,732	21,732	21,732	21,732	21,732	21,732	21,732	21,732	-	**250,576**	254,565	3,989
3301	OASDI	741	892	1,030	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	-	**12,242**	9,841	(2,401)
3311	Medicare	1,556	1,584	1,601	1,815	1,815	1,815	1,815	1,815	1,815	1,815	1,815	1,815	-	**21,080**	20,476	(604)
3401	Health and Welfare	18,773	18,109	20,776	17,647	17,647	17,647	17,647	17,647	17,647	17,647	17,647	17,647	-	**216,485**	210,803	(5,682)
3501	State Unemployment	31	131	156	2,148	2,148	2,148	10,738	8,590	4,295	2,148	2,148	2,148	-	**36,826**	41,046	4,220
3601	Workers' Compensation	862	609	609	1,753	1,753	1,753	1,753	1,753	1,753	1,753	1,753	1,753	-	**17,856**	19,770	1,914
3901	Other Benefits	3,775	3,706	3,754	4,382	4,382	4,382	4,382	4,382	4,382	4,382	4,382	4,382	-	**50,675**	49,426	(1,249)
		44,287	43,365	46,032	50,542	50,542	50,542	59,132	56,984	52,689	50,542	50,542	50,542	-	**605,740**	**605,927**	**187**
Books and Supplies																	
4100	Textbooks and Core Curricula	51,632	9,924	3,182	4,271	4,271	4,271	14,642	4,271	4,271	4,271	4,271	4,271	-	**113,546**	110,377	(3,169)
4200	Books and Other Materials	-	-	-	28	28	-	-	-	-	-	-	-	-	**56**	139	83
4302	School Supplies	-	585	81	475	475	475	475	475	475	475	475	475	-	**4,944**	5,684	740
4305	Software	49,105	10,094	10,892	5,968	3,979	3,780	3,581	3,382	3,183	2,984	2,785	2,586	-	**102,318**	90,665	(11,653)
4310	Office Expense	-	167	335	304	304	304	304	304	304	304	304	304	-	**3,236**	3,632	396
4311	Business Meals	-	304	563	110	110	110	110	110	110	110	110	110	-	**1,857**	1,315	(542)
4400	Noncapitalized Equipment	1,476	3,378	19,949	1,388	1,388	1,388	4,758	1,388	1,388	1,388	1,388	1,388	-	**40,664**	41,243	579
		102,213	24,452	35,002	12,544	10,554	10,327	23,871	9,930	9,731	9,532	9,333	9,134	-	**266,621**	**253,055**	**(13,566)**

FY26-27 California Online Public Schools - Central Coast

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 209.28

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5102	Special Education	-	8,701	7,050	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	22,567	-	**218,857**	306,382	87,525
5105	Security	-	3	-	8	8	8	8	8	8	8	8	8	-	**73**	85	12
5106	Other Educational Consultants	-	-	143	705	705	705	705	705	705	705	705	705	-	**6,484**	7,021	537
		-	8,704	7,193	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	23,280	-	**225,414**	**313,488**	**88,074**
Operations and Housekeeping																	
5201	Auto and Travel	148	743	3,416	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	1,086	-	**14,080**	11,902	(2,178)
5300	Dues & Memberships	2,012	19	9,138	246	246	246	246	246	246	246	246	246	-	**13,380**	7,266	(6,114)
5400	Insurance	649	696	462	786	786	786	786	786	786	786	786	786	-	**8,880**	9,396	516
5501	Utilities	-	-	-	22	22	22	22	22	22	22	22	22	-	**199**	264	65
5502	Janitorial Services	-	-	-	51	51	51	51	51	51	51	51	51	-	**459**	609	150
5516	Miscellaneous Expense	-	-	-	2	2	2	2	2	2	2	2	2	-	**15**	17	2
5900	Communications	3,791	3,321	506	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	1,715	-	**23,050**	20,502	(2,548)
5901	Postage and Shipping	-	-	-	53	53	53	53	53	53	53	53	53	-	**476**	527	51
		6,600	4,779	13,522	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960	-	**60,538**	**50,483**	**(10,055)**
Facilities, Repairs and Other Leases																	
5601	Rent	886	886	910	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	1,007	-	**11,749**	12,046	297
5602	Additional Rent	71	91	418	500	500	500	500	500	500	500	500	500	-	**5,084**	5,984	900
5603	Equipment Leases	-	-	-	37	37	37	37	37	37	37	37	37	-	**334**	444	110
5604	Other Leases	12,598	-	-	370	370	370	370	370	370	1,478	1,478	1,478	-	**19,249**	18,171	(1,078)
5610	Repairs and Maintenance	-	-	-	17	17	17	17	17	17	17	17	17	-	**153**	203	50
		13,555	977	1,328	1,932	1,932	1,932	1,932	1,932	1,932	3,040	3,040	3,040	-	**36,569**	**36,848**	**279**
Professional/Consulting Services																	
5801	IT	5,444	25,492	(14,537)	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	-	**85,965**	92,420	6,455
5802	Audit & Taxes	-	653	81	773	773	773	-	-	-	-	-	-	-	**3,054**	2,312	(742)
5803	Legal	10	9	1,161	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	2,418	-	**22,945**	28,916	5,971
5804	Professional Development	7,357	900	651	1,461	1,461	1,461	1,461	1,461	1,461	5,009	1,461	1,461	-	**25,605**	13,763	(11,842)
5805	General Consulting	2,627	524	161	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	1,172	-	**13,862**	11,680	(2,182)
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	-	**506**	560	54
5808	Printing	-	-	-	0	0	0	0	0	0	0	0	0	-	**4**	5	1
5809	Other taxes and fees	-	28	31	128	128	128	128	128	128	128	128	128	-	**1,213**	1,278	65
5810	Payroll Service Fee	-	125	-	9	9	9	9	9	9	9	9	9	-	**205**	106	(99)
5811	Management Fee	4,723	4,723	4,723	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	**70,419**	75,000	4,581
5812	District Oversight Fee	-	-	-	2,165	2,165	2,270	1,130	1,130	1,316	1,211	1,211	1,211	15,812	**29,622**	26,742	(2,880)
5814	SPED Encroachment	408	408	735	661	661	661	661	661	740	740	740	740	1,037	**8,854**	7,954	(900)
5815	Public Relations/Recruitment	883	2,890	3,034	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	-	**37,938**	34,465	(3,473)
		21,452	35,505	(3,960)	26,284	26,284	30,842	28,928	28,928	24,740	28,183	24,635	24,635	16,849	**313,306**	**308,513**	**(4,793)**
Depreciation																	
6900	Depreciation Expense	-	-	-	118	118	118	118	118	118	118	118	118	-	**1,061**	1,410	349
		-	-	-	118	118	118	118	118	118	118	118	118	-	**1,061**	**1,410**	**349**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**299,754**	**231,312**	**214,170**	**241,468**	**239,478**	**243,809**	**264,029**	**247,941**	**239,258**	**241,464**	**237,717**	**237,518**	**16,849**	**2,954,767**	**2,981,891**	**27,124**
Monthly Surplus (Deficit)		**(123,729)**	**(146,025)**	**(57,053)**	**46,415**	**3,018**	**17,095**	**(67,244)**	**(108,967)**	**(79,111)**	**(47,811)**	**(74,192)**	**(87,835)**	**1,296,512**	**571,072**	**96,381**	**474,691**

FY26-27 California Online Public Schools - Central Coast

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026
Actuals Through: 9/30/2026
ADA = 209.28

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(123,729)	(146,025)	(57,053)	46,415	3,018	17,095	(67,244)	(108,967)	(79,111)	(47,811)	(74,192)	(87,835)	1,296,512	**571,072**		
Cash flows from operating activities															Cert.	Instr.
Depreciation/Amortization	-	-	-	118	118	118	118	118	118	118	118	118	-	**1,061**	**58.9%**	**68.6%**
Public Funding Receivables	576,267	(12,337)	15,767	-	-	22,138	(433,428)	-	-	-	-	-	(1,313,361)	**(1,144,954)**	**667,722**	**(400,424)**
Grants and Contributions Rec.	-			-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	298,553	217,381	(779,033)	-	-	-	-	-	-	-	-	-	-	**(263,099)**		
Prepaid Expenses	26,852	(196)	(318)	-	-	-	-	-	-	-	-	-	-	**26,338**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(30,446)	10,041	(13,640)	-	-	-	-	-	-	-	-	-	16,849	**(17,196)**		
Accrued Expenses	(3,844)	(5,274)	327	-	-	-	-	-	-	-	-	-	-	**(8,791)**	**Pupil:Teacher Ratio**	
Other Liabilities				-	-	-	-	-	-	-	-	-	-	**-**	**23.30 :1**	
Deferred Revenue	3,174	1,611	(648)	(31,544)	-	-	(31,544)	-	-	(31,544)	-	-	(31,544)	**(122,040)**		
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	(834,598)	14,988	3,136	39,351	(532,099)	(108,849)	(78,993)	(79,237)	(74,074)	(87,717)				
Cash, Beginning of Month	1,486,953	2,233,779	2,298,980	1,464,382	1,479,370	1,482,506	1,521,857	989,758	880,909	801,916	722,678	648,604				
Cash, End of Month	**2,233,779**	**2,298,980**	**1,464,382**	**1,479,370**	**1,482,506**	**1,521,857**	**989,758**	**880,909**	**801,916**	**722,678**	**648,604**	**560,887**				

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 4319.04

		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	-	-	-	-	-	-	32,382,955	-	5,299,029	5,299,029	5,299,029	5,299,032	5,299,032	**58,878,103**	57,584,965	1,293,138
8012	Education Protection Account	-	-	-	215,952	-	215,952	-	-	215,952	-	-	-	215,952	**863,808**	820,250	43,558
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	19,133	**19,133**	18,169	964
		-	-	-	215,952	-	215,952	32,382,955	-	5,514,981	5,299,029	5,299,029	5,299,029	5,534,117	**59,761,044**	**58,423,384**	**1,337,660**
Federal Revenue																	
8290	Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	-	-	-	954,741	**954,741**	906,597	48,144
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	-	-	121,536	**121,536**	115,408	6,128
8294	Title IV, Part A	-	-	-	-	-	-	-	-	-	-	-	-	71,611	**71,611**	71,611	-
		-	-	-	-	-	-	-	-	-	-	-	-	1,147,888	**1,147,888**	**1,093,616**	**54,272**
Other State Revenue																	
8311	State Special Education	-	-	-	-	-	-	-	-	1,157,503	1,157,503	1,157,503	1,157,503	1,157,503	**5,787,514**	5,495,675	291,839
8560	State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	1,174,779	**1,174,779**	1,115,540	59,239
8599	Other State Revenue	-	-	-	25,266	25,266	25,266	25,266	25,266	25,266	25,266	25,266	25,266	53,340	**280,738**	266,581	14,157
		-	-	-	25,266	25,266	25,266	25,266	25,266	1,182,769	1,182,769	1,182,769	1,182,769	2,385,622	**7,243,030**	**6,877,796**	**365,234**
Other Local Revenue																	
8660	Interest Revenue	-	-	-	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	-	**24,354**	32,472	(8,118)
		-	-	-	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	2,706	-	**24,354**	**32,472**	**(8,118)**
Total Revenue		**-**	**-**	**-**	**243,924**	**27,972**	**243,924**	**32,410,927**	**27,972**	**6,700,456**	**6,484,504**	**6,484,504**	**6,484,504**	**9,067,626**	**68,176,316**	**66,427,268**	**1,749,048**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	1,825,009	1,750,914	1,683,165	1,777,002	1,777,002	1,777,002	1,777,002	1,777,002	1,777,002	1,777,002	1,777,002	1,777,002	-	**21,252,102**	23,415,322	2,163,220
1170	Teachers' Substitute Hours	-	116	11,759	27,651	27,651	27,651	27,651	27,651	27,651	27,651	27,651	27,651	-	**260,737**	-	(260,737)
1175	Teachers' Extra Duty/Stipends	25,318	33,930	39,485	84,223	84,223	84,223	84,223	84,223	84,223	84,223	84,223	84,223	-	**856,737**	972,821	116,084
1200	Pupil Support Salaries	273,648	333,960	328,464	345,744	345,744	345,744	345,744	345,744	345,744	345,744	345,744	345,744	-	**4,047,769**	2,981,265	(1,066,504)
1300	Administrators' Salaries	187,084	187,084	199,233	207,364	207,364	207,364	207,364	207,364	207,364	207,364	207,364	207,364	-	**2,439,673**	2,355,593	(84,080)
1900	Other Certificated Salaries	-	3,913	5,212	5,485	5,485	5,485	5,485	5,485	5,485	5,485	5,485	5,485	-	**58,491**	-	(58,491)
		2,311,059	2,309,917	2,267,318	2,447,468	2,447,468	2,447,468	2,447,468	2,447,468	2,447,468	2,447,468	2,447,468	2,447,468	-	**28,915,510**	**29,725,001**	**809,491**
Classified Salaries																	
2100	Instructional Salaries	-	-	80,406	98,713	98,713	98,713	98,713	98,713	98,713	98,713	98,713	98,713	-	**968,827**	-	(968,827)
2200	Support Salaries	7,180	48,104	28,314	16,715	16,715	16,715	16,715	16,715	16,715	16,715	16,715	16,715	-	**234,036**	127,912	(106,124)
2300	Classified Administrators'	52,014	53,341	53,325	55,461	55,461	55,461	55,461	55,461	55,461	55,461	55,461	55,461	-	**657,829**	926,532	268,703
2400	Clerical and Office Staff Salaries	69,138	68,208	86,318	64,799	64,799	64,799	64,799	64,799	64,799	64,799	64,799	64,799	-	**806,857**	643,568	(163,289)
		128,332	169,653	248,363	235,689	235,689	235,689	235,689	235,689	235,689	235,689	235,689	235,689	-	**2,667,548**	**1,698,012**	**(969,536)**
Benefits																	
3101	STRS	405,294	400,589	395,629	474,808	474,808	474,808	474,808	474,808	474,808	474,808	474,808	474,808	-	**5,474,783**	5,677,475	202,692
3301	OASDI	16,176	19,499	22,489	23,240	23,240	23,240	23,240	23,240	23,240	23,240	23,240	23,240	-	**267,321**	210,553	(56,768)
3311	Medicare	34,007	34,588	34,992	39,663	39,663	39,663	39,663	39,663	39,663	39,663	39,663	39,663	-	**460,555**	455,634	(4,921)
3401	Health and Welfare	404,477	389,790	447,520	386,491	386,491	386,491	386,491	386,491	386,491	386,491	386,491	386,491	-	**4,720,207**	4,082,971	(637,236)
3501	State Unemployment	667	2,860	3,418	5,994	5,994	5,994	29,972	23,978	11,989	5,994	5,994	5,994	-	**108,849**	108,869	20
3601	Workers' Compensation	18,845	13,300	13,300	38,295	38,295	38,295	38,295	38,295	38,295	38,295	38,295	38,295	-	**390,104**	439,922	49,818
3901	Other Benefits	82,475	80,986	82,014	95,739	95,739	95,739	95,739	95,739	95,739	95,739	95,739	95,739	-	**1,107,123**	1,099,805	(7,318)
		961,941	941,612	999,362	1,064,230	1,064,230	1,064,230	1,088,208	1,082,213	1,070,225	1,064,230	1,064,230	1,064,230	-	**12,528,943**	**12,075,229**	**(453,714)**
Books and Supplies																	
4100	Textbooks and Core Curricula	1,129,129	216,832	69,528	93,211	93,211	93,211	319,580	93,211	93,211	93,211	93,211	93,211	-	**2,480,755**	2,422,029	(58,726)
4200	Books and Other Materials	-	-	-	611	611	-	-	-	-	-	-	-	-	**1,222**	3,057	1,835
4302	School Supplies	-	14,338	4,479	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	10,386	-	**112,293**	124,726	12,433
4305	Software	1,251,559	220,529	237,968	106,240	70,826	67,285	63,744	60,202	56,661	53,120	49,579	46,037	-	**2,283,750**	1,989,494	(294,256)
4310	Office Expense	-	3,890	7,818	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	6,636	-	**71,436**	79,696	8,260
4311	Business Meals	515	6,801	20,524	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	2,403	-	**49,471**	28,863	(20,608)
4400	Noncapitalized Equipment	32,260	75,618	436,139	30,156	30,156	30,156	103,391	30,156	30,156	30,156	30,156	30,156	-	**888,653**	905,003	16,350
		2,413,463	538,008	776,456	249,643	214,230	210,078	506,141	202,995	199,454	195,912	192,371	188,830	-	**5,887,581**	**5,552,868**	**(334,713)**

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 4319.04

		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	142,340	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	493,054	-	**4,696,433**	6,723,035	2,026,602
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	2,600	2,600
5105	Security	-	315	252	169	169	169	169	169	169	169	169	169	-	**2,092**	1,865	(227)
5106	Other Educational Consultants	-	-	3,120	15,394	15,394	15,394	15,394	15,394	15,394	15,394	15,394	15,394	-	**141,668**	154,055	12,387
		380	116,543	145,712	508,618	508,618	508,618	508,618	508,618	508,618	508,618	508,618	508,618	-	**4,840,193**	**6,881,555**	**2,041,362**
Operations and Housekeeping																	
5201	Auto and Travel	6,238	58,766	59,949	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	23,725	-	**338,475**	261,163	(77,312)
5300	Dues & Memberships	50,755	443	199,638	5,366	5,366	5,366	5,366	5,366	5,366	5,366	5,366	5,366	-	**299,134**	159,444	(139,690)
5400	Insurance	16,739	15,218	10,098	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	17,169	-	**196,579**	206,184	9,605
5501	Utilities	-	252	262	483	483	483	483	483	483	483	483	483	-	**4,864**	5,804	940
5502	Janitorial Services	1,357	1,357	1,357	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	1,113	-	**14,090**	13,369	(721)
5900	Communications	84,100	74,394	12,909	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	37,463	-	**508,568**	449,885	(58,683)
5901	Postage and Shipping	1,851	1,172	141	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	1,155	-	**13,556**	11,555	(2,001)
		161,040	151,602	284,354	86,475	86,475	86,475	86,475	86,475	86,475	86,475	86,475	86,475	-	**1,375,267**	**1,107,404**	**(267,863)**
Facilities, Repairs and Other Leases																	
5601	Rent	19,355	19,354	19,883	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	22,011	-	**256,689**	264,324	7,635
5602	Additional Rent	5,737	2,343	9,759	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	10,934	-	**116,247**	131,307	15,060
5603	Equipment Leases	984	1,767	1,050	811	811	811	811	811	811	811	811	811	-	**11,102**	9,742	(1,360)
5604	Other Leases	304,565	-	-	6,702	6,702	6,702	6,702	6,702	6,702	26,810	26,810	26,810	-	**425,209**	398,740	(26,469)
5610	Repairs and Maintenance	-	-	365	371	371	371	371	371	371	371	371	371	-	**3,705**	4,456	751
		330,641	23,464	31,057	40,830	40,830	40,830	40,830	40,830	40,830	60,937	60,937	60,937	-	**812,952**	**808,569**	**(4,383)**
Professional/Consulting Services																	
5801	IT	122,011	560,041	(314,530)	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	168,876	-	**1,887,407**	2,028,005	140,598
5802	Audit & Taxes	-	14,263	1,770	16,898	16,898	16,898	-	-	-	-	-	-	-	**66,726**	50,730	(15,996)
5803	Legal	6,482	3,950	27,871	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	27,837	-	**288,838**	334,513	45,675
5804	Professional Development	160,748	21,248	20,186	31,920	31,920	31,920	31,920	31,920	31,920	109,440	31,920	31,920	-	**566,982**	301,996	(264,986)
5805	General Consulting	92,954	11,443	3,523	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	25,610	-	**338,413**	256,292	(82,121)
5806	Special Activities/Field Trips	7,249	84	32,971	-	-	97,295	97,295	97,295	-	-	-	-	-	**332,188**	292,099	(40,089)
5807	Bank Charges	134	82	-	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	1,227	-	**11,261**	12,281	1,020
5808	Printing	-	-	-	10	10	10	10	10	10	10	10	10	-	**93**	104	11
5809	Other taxes and fees	1,303	723	667	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	2,801	-	**27,905**	28,034	129
5810	Payroll Service Fee	-	2,729	-	194	194	194	194	194	194	194	194	194	-	**4,477**	2,332	(2,145)
5811	Back Office Service Fee	118,844	118,764	118,844	113,627	113,627	113,627	113,627	113,627	113,627	113,627	113,627	113,627	-	**1,379,097**	1,328,545	(50,552)
5812	District Oversight Fee	-	-	-	2,160	-	2,160	323,830	-	55,150	52,990	52,990	52,990	55,341	**597,610**	584,234	(13,376)
5814	SPED Encroachment	10,024	-	-	-	-	-	-	-	34,725	34,725	34,725	34,725	24,701	**173,625**	164,870	(8,755)
5815	Public Relations/Recruitment	19,302	64,535	66,434	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	75,573	-	**830,427**	756,285	(74,142)
		539,051	797,862	(42,264)	466,734	464,574	564,029	868,801	544,971	537,552	612,912	535,392	535,392	80,042	**6,505,049**	**6,140,320**	**(364,729)**
Depreciation																	
6900	Depreciation Expense	180	180	181	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**23,725**	30,935	7,210
		180	180	181	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**23,725**	**30,935**	**7,210**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**6,846,087**	**5,048,841**	**4,710,539**	**5,102,263**	**5,064,690**	**5,159,992**	**5,784,805**	**5,151,835**	**5,128,885**	**5,214,818**	**5,133,756**	**5,130,215**	**80,042**	**63,556,768**	**64,019,893**	**463,125**
Monthly Surplus (Deficit)		**(6,846,087)**	**(5,048,841)**	**(4,710,539)**	**(4,858,338)**	**(5,036,718)**	**(4,916,067)**	**26,626,123**	**(5,123,863)**	**1,571,571**	**1,269,686**	**1,350,748**	**1,354,289**	**8,987,584**	**4,619,548**	**2,407,375**	**2,212,173**

FY26-27 California Online Public Schools - Orange County

Monthly Cash Flow/Forecast FY26-27

Revised 10/20/2026

Actuals Through: 9/30/2026

ADA = 4319.04

	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)	(4,710,539)	(4,858,338)	(5,036,718)	(4,916,067)	26,626,123	(5,123,863)	1,571,571	1,269,686	1,350,748	1,354,289	8,987,584	**4,619,548**
Cash flows from operating activities														
Depreciation/Amortization	17,164	180	181	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	2,576	-	**40,709**
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(9,067,626)	**(9,067,626)**
Grants and Contributions Rec.	-			-	-	-	-	-	-	-	-	-	-	**-**
Due To/From Related Parties	4,668,471	3,445,992	5,292,637	15,000,000	-	2,500,000	-	-	-	-	-	(17,500,000)	-	**13,407,100**
Prepaid Expenses	(40,483)	(5,296)	(6,945)	-	-	-	-	-	-	-	-	-	-	**(52,724)**
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Accounts Payable	-	325,159	(325,158)	-	-	-	-	-	-	-	-	-	80,042	**80,043**
Accrued Expenses	2,233,457	1,250,604	(250,176)	-	-	-	-	-	-	-	-	-	-	**3,233,885**
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	-	10,144,238	(5,034,142)	(2,413,491)	26,628,699	(5,121,287)	1,574,147	1,272,262	1,353,324	(16,143,135)		
Cash, Beginning of Month	-	32,522	736,912	736,912	10,881,150	5,847,008	3,433,517	30,062,215	24,940,929	26,515,075	27,787,338	29,140,662		
Cash, End of Month	**32,522**	**736,912**	**736,912**	**10,881,150**	**5,847,008**	**3,433,517**	**30,062,215**	**24,940,929**	**26,515,075**	**27,787,338**	**29,140,662**	**12,997,527**		

Original Budget Total	Favorable / (Unfav.)

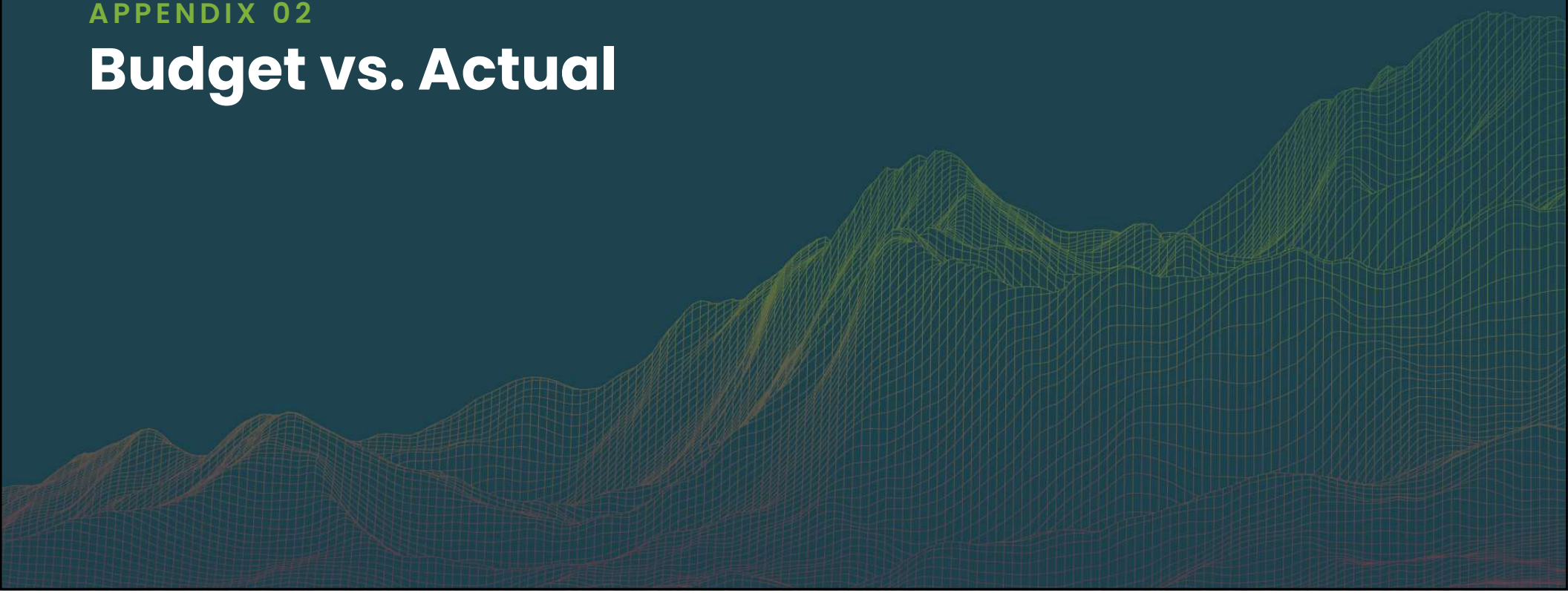
Cert.	Instr.
65.8%	76.8%
17,585,255	(2,173,238)

Pupil:Teacher Ratio
22.01 :1

CHARTER IMPACT

APPENDIX 02

Budget vs. Actual



Southern California

Budget vs Actual

For the period ended September 30, 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)	0	0	0	0
Total Federal Revenue	(4)	0	(4)	0	0	0	0
Other State Revenue							
Prior Year Revenues	(80,552)	0	(80,552)	(80,553)	0	(80,553)	0
Total Other State Revenue	(80,552)	0	(80,552)	(80,553)	0	(80,553)	0
Other Local Revenue							
Interest Revenue	3,533	0	3,533	9,578	0	9,578	0
Other Local Revenue	3	0	3	42,388	0	42,388	0
Total Other Local Revenue	3,536	0	3,536	51,966	0	51,966	0
Total Revenue	**(77,020)**	**0**	**(77,020)**	**(28,587)**	**0**	**(28,587)**	**0**
Expenses							
Professional/Consulting Services							
Special Activities	0	0	0	(7,249)	0	(7,249)	0
Other Taxes and Fees	32	0	32	(1,152)	0	(1,152)	0
Total Professional/Consulting Services	32	0	32	(8,401)	0	(8,401)	0
Facilities, Repairs & Other Leases							
Other Leases	0	0	0	7,249	0	7,249	0
Total Facilities, Repairs & Other Leases	0	0	0	7,249	0	7,249	0
Operations & Housekeeping							
Dues & Memberships	0	0	0	(11,729)	0	(11,729)	0
Communications	(30)	0	(30)	(30)	0	(30)	0
Total Operations & Housekeeping	(30)	0	(30)	(11,759)	0	(11,759)	0
Total Expenses	**2**	**0**	**2**	**(12,911)**	**0**	**(12,911)**	**0**
Change in Net Assets	**(77,022)**	**0**	**(77,022)**	**(15,676)**	**0**	**(15,676)**	**0**
Net Assets, Beginning of Period	**29,497,903**			**29,436,557**			
Net Assets, End of Period	**$ 29,420,881**			**$ 29,420,881**			

Central Valley

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 593,842	$ 624,695	$ (30,853)	$ 1,187,684	$ 1,249,390	$ (61,706)	$ 12,681,252
Economic Protection Account Funding	0	768,395	(768,395)	0	768,395	(768,395)	3,073,579
State Aid - Prior Year	0	0	0	4,834	0	4,834	0
In Lieu of Property Taxes	0	106,714	(106,714)	0	160,070	(160,071)	902,616
Total State Aid - Revenue Limit	593,842	1,499,804	(905,962)	1,192,518	2,177,855	(985,338)	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	126,508	70,282	56,226	267,072	140,565	126,508	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	26,607	3,460	23,146	31,125	6,921	24,204	899,066
Total Other State Revenue	153,115	73,742	79,372	298,197	147,486	150,712	2,656,828
Other Local Revenue							
Interest Revenue	59	1,174	(1,114)	169	3,522	(3,353)	14,089
Other Local Revenue	0	0	0	9,859	0	9,859	0
Total Other Local Revenue	59	1,174	(1,114)	10,028	3,522	6,506	14,089
Total Revenue	**747,016**	**1,574,720**	**(827,704)**	**1,500,743**	**2,328,863**	**(828,120)**	**19,705,529**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	479,786	495,472	(15,686)	1,499,102	1,486,415	12,688	6,078,848
Certificated Teachers' Substitute Hours	3,297	0	3,298	3,331	0	3,330	0
Certificated Teachers' Extra Duties/Stipends	11,258	21,046	(9,789)	28,435	63,138	(34,703)	252,554
Certificated Pupil Support Salaries	93,629	60,168	33,460	266,828	180,505	86,323	738,882
Certificated Supervisors' and Administrators' Salaries	56,791	42,521	14,272	163,450	127,562	35,888	522,295
Other Certificated Salaries	1,486	0	1,485	2,601	0	2,601	0
Total Certificated Salaries	646,247	619,207	27,040	1,963,747	1,857,620	106,127	7,592,579
Classified Salaries							
Classified Instructional Salaries	22,901	0	22,901	22,900	0	22,900	0
Classified Support Salaries	8,200	2,734	5,466	23,950	8,202	15,748	33,575
Classified Supervisors' and Administrators' Salaries	15,200	19,029	(3,829)	45,233	57,089	(11,857)	233,689
Clerical, Technical, and Office Staff Salaries	24,142	15,052	9,090	63,292	45,156	18,137	184,842
Total Classified Salaries	70,443	36,815	33,628	155,375	110,447	44,928	452,106
Benefits							
State Teachers' Retirement System, certificated positions	112,775	118,269	(5,494)	342,492	354,805	(12,313)	1,450,182
OASDI/Medicare/Alternative, certificated positions	6,410	4,565	1,845	16,580	13,696	2,884	56,061
Medicare certificated positions	9,975	9,512	463	29,528	28,537	992	116,648
Health and Welfare Benefits, certificated positions	129,403	100,274	29,129	359,074	300,820	58,253	1,203,281
State Unemployment Insurance, certificated positions	975	5,364	(4,388)	1,984	16,092	(14,108)	107,281
Workers' Compensation Insurance, certificated positions	3,792	9,184	(5,393)	12,954	27,553	(14,599)	112,626
Other Benefits, certificated positions	23,377	22,961	417	69,973	68,882	1,091	281,564
Total Benefits	286,707	270,129	16,579	832,585	810,385	22,200	3,327,643
Books & Supplies							
Textbooks and Core Curricula Materials	19,820	157,195	(137,377)	403,022	314,392	88,630	628,782
Books and Other Reference Materials	0	159	(159)	0	476	(476)	794
School Supplies	506	2,698	(2,192)	4,662	8,095	(3,433)	32,380
Software	67,833	43,042	24,793	436,583	129,123	307,460	516,492
Office Expense	2,086	1,724	361	3,184	5,172	(1,988)	20,690
Business Meals	4,058	624	3,434	5,598	1,874	3,725	7,493
Noncapitalized Equipment	124,235	46,990	77,245	154,743	93,979	60,763	234,948
Total Books & Supplies	218,538	252,432	(33,895)	1,007,792	553,111	454,681	1,441,579
Subagreement Services							
Special Education	33,661	158,669	(125,008)	60,558	317,339	(256,781)	1,745,366
Security	0	44	(44)	17	88	(71)	484
Other Educational Consultants	890	4,000	(3,110)	889	3,999	(3,110)	39,995

Central Valley

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Total Subagreement Services	34,551	162,713	(128,162)	61,464	321,426	(259,962)	1,785,845
Professional/Consulting Services							
IT	(90,536)	43,874	(134,410)	102,130	131,623	(29,493)	526,490
Audit and Tax	505	0	505	4,570	0	4,570	13,170
Legal	7,228	13,727	(6,499)	7,347	41,181	(33,834)	164,725
Professional Development	4,058	7,840	(3,782)	55,485	7,840	47,645	78,401
General Consulting	1,004	6,654	(5,650)	22,303	6,654	15,649	66,536
Special Activities	350	0	350	374	0	374	75,832
Bank Charges	71	319	(248)	192	319	(126)	3,188
Printing	0	2	(2)	0	3	(3)	27
Other Taxes and Fees	190	728	(538)	362	727	(366)	7,278
Payroll Service Fee	0	50	(50)	778	152	627	605
Back Office Service Fee	29,770	32,843	(3,073)	89,310	98,527	(9,218)	394,111
District Oversight Fee	0	14,998	(14,998)	0	21,779	(21,779)	166,574
SELPA Fees	4,173	2,109	2,065	8,809	4,217	4,593	45,864
Public Relations	18,896	19,633	(739)	42,399	19,634	22,764	196,339
Total Professional/Consulting Services	(24,291)	142,777	(167,069)	334,059	332,656	1,403	1,739,140
Facilities, Repairs & Other Leases							
Rent	5,667	5,719	(50)	16,702	17,155	(453)	68,621
Additional Rent	2,721	2,841	(121)	3,843	8,522	(4,679)	34,089
Equipment Leases	0	210	(210)	0	632	(633)	2,529
Other Leases	0	8,627	(8,627)	73,076	25,880	47,197	103,517
Repairs and Maintenance	0	96	(96)	0	289	(289)	1,157
Total Facilities, Repairs & Other Leases	8,388	17,493	(9,104)	93,621	52,478	41,143	209,913
Operations & Housekeeping							
Auto and Travel Expense	20,570	6,164	14,406	30,484	12,327	18,157	67,800
Dues & Memberships	56,907	3,449	53,458	69,551	10,349	59,203	41,393
Insurance	2,879	4,461	(1,582)	11,379	13,381	(2,003)	53,528
Utilities	0	125	(126)	0	377	(377)	1,507
Janitorial/Trash Removal	0	290	(289)	0	868	(868)	3,470
Miscellaneous Expense	0	9	(9)	0	9	(9)	95
Communications	3,151	9,733	(6,582)	47,444	29,199	18,245	116,794
Postage and Shipping	3	300	(297)	3	300	(297)	3,000
Total Operations & Housekeeping	83,510	24,531	58,979	158,861	66,810	92,051	287,587
Depreciation							
Depreciation Expense	0	669	(669)	0	2,008	(2,008)	8,031
Total Depreciation	0	669	(669)	0	2,008	(2,008)	8,031
Total Expenses	**1,324,093**	**1,526,766**	**(202,673)**	**4,607,504**	**4,106,941**	**500,563**	**16,844,423**
Change in Net Assets	**(577,077)**	**47,954**	**(625,031)**	**(3,106,760)**	**(1,778,077)**	**(1,328,683)**	**2,861,106**
Net Assets, Beginning of Period	**4,414,915**			**6,944,598**			
Net Assets, End of Period	**$ 3,837,838**			**$ 3,837,838**			

Northern California

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 743,402	$ 1,012,752	$ (269,350)	$ 1,486,803	$ 2,025,504	$ (538,701)	$ 15,837,836
Economic Protection Account Funding	0	89,764	(89,764)	0	89,764	(89,764)	5,148,737
In Lieu of Property Taxes	0	414,217	(414,217)	0	621,326	(621,326)	3,515,284
Total State Aid - Revenue Limit	743,402	1,516,733	(773,331)	1,486,803	2,736,594	(1,249,791)	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	213,312	118,112	95,200	450,326	236,223	214,103	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	40,287	5,835	34,452	47,905	11,670	36,235	795,254
Total Other State Revenue	253,599	123,947	129,652	498,231	247,893	250,338	3,759,679
Other Local Revenue							
Interest Revenue	547	2,338	(1,791)	547	7,015	(6,468)	28,059
Other Local Revenue	0	0	0	16,612	0	16,613	0
Total Other Local Revenue	547	2,338	(1,791)	17,159	7,015	10,145	28,059
Total Revenue	**997,548**	**1,643,018**	**(645,470)**	**2,002,193**	**2,991,502**	**(989,308)**	**28,876,604**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	709,604	835,442	(125,838)	2,217,176	2,506,326	(289,150)	10,249,881
Certificated Teachers' Substitute Hours	4,878	0	4,878	4,926	0	4,926	0
Certificated Teachers' Extra Duties/Stipends	16,646	35,487	(18,841)	42,045	106,461	(64,416)	425,846
Certificated Pupil Support Salaries	138,477	101,453	37,023	394,638	304,360	90,279	1,217,436
Certificated Supervisors' and Administrators' Salaries	83,995	71,697	12,299	241,741	215,089	26,652	880,672
Other Certificated Salaries	2,197	0	2,198	3,872	0	3,872	0
Total Certificated Salaries	955,797	1,044,079	(88,281)	2,904,398	3,132,236	(227,837)	12,773,835
Classified Salaries							
Classified Instructional Salaries	33,870	0	33,870	33,871	0	33,870	0
Classified Support Salaries	11,937	4,610	7,327	35,231	13,830	21,401	56,611
Classified Supervisors' and Administrators' Salaries	22,482	32,087	(9,606)	66,898	96,261	(29,362)	394,037
Clerical, Technical, and Office Staff Salaries	35,706	25,379	10,326	93,609	76,139	17,469	311,671
Total Classified Salaries	103,995	62,076	41,917	229,609	186,230	43,378	762,319
Benefits							
State Teachers' Retirement System, certificated positions	166,793	199,863	(33,069)	506,547	599,589	(93,042)	2,445,233
OASDI/Medicare/Alternative, certificated positions	9,481	7,698	1,783	24,521	23,092	1,428	94,528
Medicare certificated positions	14,753	16,073	(1,320)	43,672	48,219	(4,546)	196,686
Health and Welfare Benefits, certificated positions	191,374	168,739	22,635	531,146	506,217	24,929	2,024,869
State Unemployment Insurance, certificated positions	1,443	5,374	(3,931)	2,934	16,123	(13,189)	107,486
Workers' Compensation Insurance, certificated positions	5,607	15,519	(9,911)	19,159	46,556	(27,397)	189,905
Other Benefits, certificated positions	34,577	38,797	(4,221)	103,490	116,391	(12,900)	474,760
Total Benefits	424,028	452,063	(28,034)	1,231,469	1,356,187	(124,717)	5,533,467
Books & Supplies							
Textbooks and Core Curricula Materials	29,312	265,056	(235,744)	596,494	530,112	66,381	1,060,225
Books and Other Reference Materials	0	268	(268)	0	803	(803)	1,339
School Supplies	1,840	4,549	(2,709)	7,587	13,650	(6,062)	54,598
Software	100,325	72,574	27,751	684,365	217,721	466,642	870,886
Office Expense	3,543	2,907	636	5,361	8,722	(3,360)	34,886
Business Meals	6,816	1,053	5,763	9,889	3,159	6,731	12,634
Noncapitalized Equipment	184,051	79,232	104,819	228,759	158,463	70,295	396,159
Total Books & Supplies	325,887	425,639	(99,752)	1,532,455	932,630	599,824	2,430,727
Subagreement Services							
Special Education	57,730	267,542	(209,812)	171,114	535,083	(363,969)	2,942,958
Security	120	74	46	267	149	118	816
Other Educational Consultants	1,315	6,743	(5,428)	1,315	6,743	(5,429)	67,437
Total Subagreement Services	59,165	274,359	(215,194)	172,696	541,975	(369,280)	3,011,211

Northern California

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Professional/Consulting Services							
IT	(133,901)	73,979	(207,881)	151,049	221,936	(70,887)	887,744
Audit and Tax	746	0	747	6,759	0	6,760	22,206
Legal	14,685	23,146	(8,461)	17,094	69,438	(52,345)	277,753
Professional Development	6,002	13,220	(7,218)	82,062	13,220	68,843	132,197
General Consulting	1,485	11,219	(9,734)	42,112	11,219	30,893	112,190
Special Activities	14,375	0	14,375	14,394	0	14,394	127,864
Bank Charges	147	537	(391)	354	538	(184)	5,376
Printing	0	5	(4)	0	4	(4)	45
Other Taxes and Fees	281	1,227	(946)	535	1,227	(692)	12,272
Payroll Service Fee	0	85	(85)	1,151	256	896	1,020
Back Office Service Fee	44,538	48,128	(3,590)	133,614	144,383	(10,769)	577,532
District Oversight Fee	0	15,167	(15,167)	0	27,365	(27,366)	245,019
SELPA Fees	7,070	3,544	3,526	14,926	7,087	7,839	78,500
Public Relations	27,946	33,105	(5,159)	64,334	33,106	31,228	331,058
Total Professional/Consulting Services	(16,626)	223,362	(239,988)	528,384	529,779	(1,394)	2,810,776
Facilities, Repairs & Other Leases							
Rent	8,383	9,642	(1,260)	24,702	28,926	(4,224)	115,706
Additional Rent	3,852	4,790	(938)	5,341	14,370	(9,029)	57,478
Equipment Leases	0	356	(355)	0	1,066	(1,066)	4,265
Other Leases	16,855	14,545	2,310	138,117	43,637	94,480	174,545
Repairs and Maintenance	316	163	154	316	487	(171)	1,951
Total Facilities, Repairs & Other Leases	29,406	29,496	(89)	168,476	88,486	79,990	353,945
Operations & Housekeeping							
Auto and Travel Expense	26,908	10,393	16,514	59,180	20,786	38,394	114,322
Dues & Memberships	84,351	5,816	78,535	103,051	17,449	85,602	69,796
Insurance	4,257	7,521	(3,265)	17,487	22,564	(5,077)	90,255
Utilities	341	212	130	1,075	635	440	2,541
Janitorial/Trash Removal	533	488	45	1,353	1,463	(110)	5,852
Miscellaneous Expense	0	16	(16)	0	16	(16)	159
Communications	5,958	16,411	(10,453)	72,976	49,233	23,743	196,933
Postage and Shipping	4,306	506	3,800	4,378	506	3,872	5,059
Total Operations & Housekeeping	126,654	41,363	85,290	259,500	112,652	146,848	484,917
Depreciation							
Depreciation Expense	0	1,128	(1,128)	0	3,386	(3,386)	13,541
Total Depreciation	0	1,128	(1,128)	0	3,386	(3,386)	13,541
Total Expenses	**2,008,306**	**2,553,565**	**(545,259)**	**7,026,987**	**6,883,561**	**143,426**	**28,174,738**
Change in Net Assets	**(1,010,758)**	**(910,547)**	**(100,211)**	**(5,024,793)**	**(3,892,059)**	**(1,132,734)**	**701,866**
Net Assets, Beginning of Period	**1,118,764**			**5,132,799**			
Net Assets, End of Period	**$ 108,006**			**$ 108,006**			

North Bay

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 90,389	$ 90,952	$ (563)	$ 180,778	$ 181,904	$ (1,126)	$ 1,858,257
Economic Protection Account Funding	0	10,176	(10,176)	0	10,176	(10,176)	40,704
State Aid - Prior Year	(10,965)	0	(10,965)	(10,965)	0	(10,965)	0
In Lieu of Property Taxes	59,904	117,399	(57,495)	59,904	176,099	(116,195)	999,424
Total State Aid - Revenue Limit	139,328	218,527	(79,199)	229,717	368,179	(138,462)	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)	0	0	0	0
Total Federal Revenue	(1)	0	(1)	0	0	0	75,317
Other State Revenue							
State Special Education - AB602	24,181	13,348	10,833	51,049	26,696	24,353	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	4,649	662	3,987	8,042	1,323	6,719	103,656
Total Other State Revenue	28,830	14,010	14,820	59,091	28,019	31,072	440,235
Other Local Revenue							
Interest Revenue	1,351	265	1,086	3,202	797	2,406	3,187
Other Local Revenue	0	0	0	1,863	0	1,863	0
Total Other Local Revenue	1,351	265	1,086	5,065	797	4,269	3,187
Total Revenue	**169,508**	**232,802**	**(63,294)**	**293,873**	**396,995**	**(103,121)**	**3,417,124**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	82,242	94,707	(12,466)	256,966	284,122	(27,156)	1,161,946
Certificated Teachers' Substitute Hours	565	0	566	571	0	571	0
Certificated Teachers' Extra Duties/Stipends	1,931	4,023	(2,092)	4,879	12,069	(7,189)	48,275
Certificated Pupil Support Salaries	16,049	11,501	4,548	45,738	34,502	11,234	141,234
Certificated Supervisors' and Administrators' Salaries	9,735	8,128	1,608	28,017	24,383	3,635	99,834
Other Certificated Salaries	255	0	254	446	0	446	0
Total Certificated Salaries	110,777	118,359	(7,582)	336,617	355,076	(18,459)	1,451,289
Classified Salaries							
Classified Instructional Salaries	3,926	0	3,926	3,926	0	3,926	0
Classified Support Salaries	1,383	522	861	4,083	1,568	2,515	6,418
Classified Supervisors' and Administrators' Salaries	2,606	3,638	(1,032)	7,753	10,912	(3,159)	44,669
Clerical, Technical, and Office Staff Salaries	4,138	2,877	1,261	10,850	8,632	2,218	35,331
Total Classified Salaries	12,053	7,037	5,016	26,612	21,112	5,500	86,418
Benefits							
State Teachers' Retirement System, certificated positions	19,331	22,606	(3,275)	58,708	67,819	(9,111)	277,197
OASDI/Medicare/Alternative, certificated positions	1,099	873	226	2,842	2,618	224	10,716
Medicare certificated positions	1,710	1,818	(108)	5,062	5,455	(393)	22,296
Health and Welfare Benefits, certificated positions	22,180	19,129	3,051	61,556	57,385	4,171	229,543
State Unemployment Insurance, certificated positions	167	2,230	(2,062)	340	6,691	(6,351)	44,602
Workers' Compensation Insurance, certificated positions	650	1,755	(1,106)	2,220	5,266	(3,046)	21,527
Other Benefits, certificated positions	4,008	4,389	(382)	11,995	13,167	(1,172)	53,820
Total Benefits	49,145	52,800	(3,656)	142,723	158,401	(15,678)	659,701
Books & Supplies							
Textbooks and Core Curricula Materials	3,397	30,048	(26,650)	69,118	60,094	9,024	120,189
Books and Other Reference Materials	0	30	(30)	0	91	(91)	152
School Supplies	87	516	(429)	711	1,548	(837)	6,190
Software	11,627	8,227	3,400	76,931	24,681	52,250	98,725
Office Expense	358	329	28	537	989	(452)	3,955
Business Meals	649	120	530	1,157	358	799	1,432
Noncapitalized Equipment	21,295	8,982	12,313	26,476	17,964	8,513	44,909
Total Books & Supplies	37,413	48,252	(10,838)	174,930	105,725	69,206	275,552
Subagreement Services							
Special Education	6,743	30,329	(23,586)	15,236	60,658	(45,423)	333,620
Security	0	8	(8)	3	17	(14)	92

North Bay

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Other Educational Consultants	152	765	(612)	152	764	(612)	7,645
Total Subagreement Services	6,895	31,102	(24,206)	15,391	61,439	(46,049)	341,357
Professional/Consulting Services							
IT	(15,518)	8,386	(23,905)	17,506	25,159	(7,653)	100,636
Audit and Tax	86	0	86	784	0	784	2,518
Legal	1,239	2,624	(1,385)	1,259	7,872	(6,613)	31,486
Professional Development	696	1,498	(803)	9,511	1,498	8,012	14,986
General Consulting	172	1,272	(1,099)	4,170	1,272	2,899	12,718
Special Activities	0	0	0	4	0	4	14,495
Bank Charges	0	61	(61)	0	61	(61)	610
Printing	0	1	(1)	0	1	0	5
Other Taxes and Fees	32	139	(106)	62	139	(77)	1,391
Payroll Service Fee	0	9	(10)	134	29	104	116
Back Office Service Fee	5,702	6,250	(548)	17,106	18,750	(1,644)	75,000
District Oversight Fee	0	2,186	(2,185)	0	3,681	(3,682)	28,983
SELPA Fees	804	400	403	1,698	801	897	8,888
Public Relations	3,239	3,753	(514)	7,267	3,753	3,515	37,529
Total Professional/Consulting Services	(3,548)	26,579	(30,128)	59,501	63,016	(3,515)	329,361
Facilities, Repairs & Other Leases							
Rent	972	1,093	(121)	2,863	3,279	(416)	13,117
Additional Rent	446	543	(97)	619	1,629	(1,010)	6,516
Equipment Leases	0	40	(40)	0	121	(121)	483
Other Leases	0	1,649	(1,649)	13,864	4,947	8,917	19,787
Repairs and Maintenance	0	19	(19)	0	55	(55)	221
Total Facilities, Repairs & Other Leases	1,418	3,344	(1,926)	17,346	10,031	7,315	40,124
Operations & Housekeeping							
Auto and Travel Expense	3,735	1,178	2,557	7,575	2,357	5,218	12,960
Dues & Memberships	9,754	659	9,095	11,921	1,978	9,944	7,912
Insurance	493	853	(359)	1,976	2,557	(583)	10,232
Utilities	0	24	(24)	0	72	(72)	288
Janitorial/Trash Removal	0	55	(56)	0	166	(166)	663
Miscellaneous Expense	0	2	(1)	0	2	(1)	18
Communications	541	1,860	(1,321)	8,132	5,581	2,550	22,325
Postage and Shipping	0	58	(57)	0	58	(57)	573
Total Operations & Housekeeping	14,523	4,689	9,834	29,604	12,771	16,833	54,971
Depreciation							
Depreciation Expense	0	128	(128)	0	383	(383)	1,535
Total Depreciation	0	128	(128)	0	383	(383)	1,535
Total Expenses	**228,676**	**292,290**	**(63,614)**	**802,724**	**787,954**	**14,770**	**3,240,308**
Change in Net Assets	**(59,168)**	**(59,487)**	**319**	**(508,851)**	**(390,960)**	**(117,891)**	**176,816**
Net Assets, Beginning of Period	**877,511**			**1,327,194**			
Net Assets, End of Period	**$ 818,343**			**$ 818,343**			

Monterey Bay

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 168,517	$ 176,252	$ (7,735)	$ 337,034	$ 352,505	$ (15,471)	$ 3,609,951
Economic Protection Account Funding	0	28,151	(28,151)	0	28,151	(28,151)	112,603
In Lieu of Property Taxes	0	461,728	(461,728)	0	692,592	(692,592)	3,940,464
Total State Aid - Revenue Limit	168,517	666,131	(497,614)	337,034	1,073,248	(736,214)	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	66,897	36,835	30,062	141,227	73,669	67,558	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	4,778	3,660	1,118	194,380
Total Other State Revenue	69,286	38,665	30,621	146,005	77,329	68,676	1,124,654
Other Local Revenue							
Interest Revenue	958	1,272	(314)	6,695	3,815	2,880	15,261
Other Local Revenue	0	0	0	5,201	0	5,202	0
Total Other Local Revenue	958	1,272	(314)	11,896	3,815	8,082	15,261
Total Revenue	**238,761**	**706,068**	**(467,307)**	**494,935**	**1,154,392**	**(659,457)**	**8,960,969**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	218,767	262,003	(43,235)	683,544	786,008	(102,464)	3,214,460
Certificated Teachers' Substitute Hours	1,552	0	1,552	1,567	0	1,567	0
Certificated Teachers' Extra Duties/Stipends	5,132	11,129	(5,998)	12,961	33,387	(20,426)	133,550
Certificated Pupil Support Salaries	42,691	31,816	10,875	121,665	95,450	26,215	390,716
Certificated Supervisors' and Administrators' Salaries	25,895	22,485	3,410	74,527	67,454	7,073	276,187
Other Certificated Salaries	678	0	678	1,186	0	1,186	0
Total Certificated Salaries	294,715	327,433	(32,718)	895,450	982,299	(86,849)	4,014,913
Classified Salaries							
Classified Instructional Salaries	10,442	0	10,442	10,442	0	10,442	0
Classified Support Salaries	3,680	1,446	2,234	10,861	4,337	6,524	17,754
Classified Supervisors' and Administrators' Salaries	6,931	10,063	(3,132)	20,625	30,189	(9,564)	123,574
Clerical, Technical, and Office Staff Salaries	11,008	7,959	3,049	28,859	23,878	4,981	97,743
Total Classified Salaries	32,061	19,468	12,593	70,787	58,404	12,383	239,071
Benefits							
State Teachers' Retirement System, certificated positions	51,422	62,540	(11,118)	156,166	187,619	(31,452)	766,848
OASDI/Medicare/Alternative, certificated positions	2,923	2,414	509	7,560	7,242	317	29,645
Medicare certificated positions	4,548	5,030	(482)	13,464	15,090	(1,626)	61,683
Health and Welfare Benefits, certificated positions	59,001	52,918	6,083	163,756	158,754	5,001	635,018
State Unemployment Insurance, certificated positions	445	5,293	(4,849)	904	15,881	(14,976)	105,871
Workers' Compensation Insurance, certificated positions	1,728	4,857	(3,128)	5,907	14,570	(8,663)	59,555
Other Benefits, certificated positions	10,660	12,142	(1,481)	31,906	36,425	(4,518)	148,890
Total Benefits	130,727	145,194	(14,466)	379,663	435,581	(55,917)	1,807,510
Books & Supplies							
Textbooks and Core Curricula Materials	9,037	83,124	(74,087)	183,911	166,248	17,662	332,497
Books and Other Reference Materials	0	84	(84)	0	252	(252)	419
School Supplies	231	1,427	(1,197)	1,892	4,280	(2,389)	17,123
Software	30,929	22,759	8,170	210,481	68,280	142,202	273,118
Office Expense	952	912	39	1,426	2,735	(1,309)	10,941
Business Meals	1,582	330	1,253	2,162	991	1,171	3,962
Noncapitalized Equipment	56,647	24,848	31,798	70,429	49,695	20,734	124,239
Total Books & Supplies	99,378	133,484	(34,108)	470,301	292,481	177,819	762,299
Subagreement Services							

Monterey Bay

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Special Education	16,468	83,904	(67,434)	39,292	167,807	(128,515)	922,940
Security	0	23	(24)	8	47	(39)	256
Other Educational Consultants	406	2,115	(1,709)	406	2,115	(1,709)	21,149
Total Subagreement Services	16,874	86,042	(69,167)	39,706	169,969	(130,263)	944,345
Professional/Consulting Services							
IT	(41,281)	23,200	(64,481)	46,567	69,601	(23,034)	278,404
Audit and Tax	230	0	230	2,084	0	2,084	6,965
Legal	3,296	7,259	(3,963)	3,350	21,777	(18,427)	87,106
Professional Development	1,850	4,146	(2,296)	25,299	4,145	21,154	41,458
General Consulting	458	3,518	(3,060)	12,575	3,519	9,056	35,184
Special Activities	0	0	0	11	0	11	40,099
Bank Charges	0	169	(169)	0	168	(168)	1,686
Printing	0	1	(1)	0	2	(2)	14
Other Taxes and Fees	87	385	(298)	165	385	(220)	3,849
Payroll Service Fee	0	27	(27)	355	80	275	320
Back Office Service Fee	13,866	14,935	(1,069)	41,598	44,805	(3,207)	179,219
District Oversight Fee	0	6,661	(6,661)	0	10,732	(10,732)	76,630
SELPA Fees	2,216	1,105	1,111	4,678	2,210	2,468	24,482
Public Relations	8,615	10,382	(1,767)	19,332	10,382	8,950	103,823
Total Professional/Consulting Services	(10,663)	71,788	(82,451)	156,014	167,806	(11,792)	879,239
Facilities, Repairs & Other Leases							
Rent	2,585	3,024	(440)	7,615	9,072	(1,457)	36,286
Additional Rent	1,187	1,502	(314)	1,647	4,507	(2,860)	18,026
Equipment Leases	0	112	(112)	0	334	(334)	1,338
Other Leases	0	4,562	(4,561)	37,781	13,685	24,096	54,739
Repairs and Maintenance	0	50	(51)	0	153	(153)	612
Total Facilities, Repairs & Other Leases	3,772	9,250	(5,478)	47,043	27,751	19,292	111,001
Operations & Housekeeping							
Auto and Travel Expense	6,681	3,260	3,421	8,663	6,518	2,145	35,852
Dues & Memberships	25,947	1,824	24,124	31,713	5,472	26,241	21,889
Insurance	1,313	2,359	(1,047)	5,362	7,077	(1,715)	28,305
Utilities	0	66	(66)	0	199	(199)	796
Janitorial/Trash Removal	0	153	(153)	0	459	(459)	1,836
Miscellaneous Expense	0	5	(5)	0	5	(5)	49
Communications	1,436	5,147	(3,711)	21,629	15,440	6,189	61,761
Postage and Shipping	1	158	(157)	1	158	(157)	1,586
Total Operations & Housekeeping	35,378	12,972	22,406	67,368	35,328	32,040	152,074
Depreciation							
Depreciation Expense	0	354	(354)	0	1,062	(1,062)	4,247
Total Depreciation	0	354	(354)	0	1,062	(1,062)	4,247
Total Expenses	**602,242**	**805,985**	**(203,743)**	**2,126,332**	**2,170,681**	**(44,349)**	**8,914,699**
Change in Net Assets	**(363,481)**	**(99,918)**	**(263,564)**	**(1,631,397)**	**(1,016,289)**	**(615,108)**	**46,271**
Net Assets, Beginning of Period	**(665,558)**			**602,358**			
Net Assets, End of Period	**$ (1,029,039)**			**$ (1,029,039)**			

Central Coast

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 126,809	$ 64,198	$ 62,611	$ 267,707	$ 128,395	$ 139,312	$ 1,313,269
Economic Protection Account Funding	9,207	9,345	(138)	9,207	9,345	(138)	37,380
In Lieu of Property Taxes	0	155,284	(155,284)	92,446	232,926	(140,480)	1,323,581
Total State Aid - Revenue Limit	136,016	228,827	(92,811)	369,360	370,666	(1,306)	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	1,371	0	1,371	1,371	0	1,371	2,867
Title V, Part B - Charter School Grants	10,000	0	10,000	10,000	0	10,000	10,229
Total Federal Revenue	11,371	0	11,371	11,371	0	11,371	50,025
Other State Revenue							
State Special Education - AB602	22,207	12,242	9,965	46,881	24,486	22,395	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
Prior Year Revenues	(17,452)	0	(17,452)	(17,452)	0	(17,451)	0
State - Other State Revenue	4,975	608	4,367	6,561	1,214	5,346	12,531
Total Other State Revenue	9,730	12,850	(3,120)	35,990	25,700	10,290	321,761
Other Local Revenue							
Interest Revenue	0	2,688	(2,688)	0	8,065	(8,065)	32,257
Other Local Revenue	0	0	0	1,708	0	1,708	0
Total Other Local Revenue	0	2,688	(2,688)	1,708	8,065	(6,357)	32,257
Total Revenue	**157,117**	**244,365**	**(87,248)**	**418,429**	**404,431**	**13,998**	**3,078,273**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	77,039	86,975	(9,937)	240,709	260,926	(20,217)	1,067,083
Certificated Teachers' Substitute Hours	529	0	530	535	0	535	0
Certificated Teachers' Extra Duties/Stipends	1,803	3,695	(1,891)	4,552	11,083	(6,531)	44,333
Certificated Pupil Support Salaries	15,034	10,562	4,472	42,845	31,686	11,159	129,704
Certificated Supervisors' and Administrators' Salaries	9,119	7,464	1,654	26,243	22,392	3,851	91,684
Other Certificated Salaries	239	0	239	418	0	418	0
Total Certificated Salaries	103,763	108,696	(4,933)	315,302	326,087	(10,785)	1,332,804
Classified Salaries							
Classified Instructional Salaries	3,676	0	3,677	3,677	0	3,677	0
Classified Support Salaries	1,297	480	816	3,825	1,440	2,385	5,893
Classified Supervisors' and Administrators' Salaries	2,440	3,340	(900)	7,263	10,021	(2,759)	41,022
Clerical, Technical, and Office Staff Salaries	3,877	2,642	1,234	10,162	7,927	2,236	32,447
Total Classified Salaries	11,290	6,462	4,827	24,927	19,388	5,539	79,362
Benefits							
State Teachers' Retirement System, certificated positions	18,106	20,761	(2,654)	54,991	62,283	(7,292)	254,566
OASDI/Medicare/Alternative, certificated positions	1,030	802	228	2,662	2,404	258	9,841
Medicare certificated positions	1,601	1,669	(68)	4,741	5,009	(268)	20,476
Health and Welfare Benefits, certificated positions	20,776	17,567	3,208	57,658	52,701	4,957	210,803
State Unemployment Insurance, certificated positions	156	2,053	(1,895)	318	6,157	(5,839)	41,046
Workers' Compensation Insurance, certificated positions	609	1,612	(1,004)	2,080	4,836	(2,756)	19,770
Other Benefits, certificated positions	3,754	4,030	(277)	11,235	12,092	(857)	49,426
Total Benefits	46,032	48,494	(2,462)	133,685	145,482	(11,797)	605,928
Books & Supplies							
Textbooks and Core Curricula Materials	3,182	27,595	(24,412)	64,739	55,188	9,551	110,377
Books and Other Reference Materials	0	27	(27)	0	84	(84)	139
School Supplies	81	474	(393)	667	1,421	(754)	5,684
Software	10,892	7,555	3,337	70,089	22,666	47,423	90,665
Office Expense	335	303	32	503	908	(406)	3,632
Business Meals	563	110	454	867	329	539	1,315
Noncapitalized Equipment	19,949	8,248	11,699	24,802	16,497	8,305	41,243
Total Books & Supplies	35,002	44,312	(9,310)	161,667	97,093	64,574	253,055
Subagreement Services							

Central Coast

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Special Education	7,050	27,853	(20,802)	15,752	55,706	(39,954)	306,382
Security	0	8	(8)	3	15	(13)	85
Other Educational Consultants	143	702	(559)	143	703	(559)	7,021
Total Subagreement Services	7,193	28,563	(21,369)	15,898	56,424	(40,526)	313,488
Professional/Consulting Services							
IT	(14,537)	7,702	(22,239)	16,399	23,105	(6,706)	92,420
Audit and Tax	81	0	81	733	0	734	2,312
Legal	1,161	2,409	(1,249)	1,180	7,229	(6,049)	28,916
Professional Development	651	1,377	(724)	8,909	1,376	7,532	13,762
General Consulting	161	1,168	(1,007)	3,312	1,168	2,144	11,680
Special Activities	0	0	0	(246)	0	(246)	13,312
Bank Charges	0	56	(56)	0	56	(56)	559
Printing	0	0	(1)	0	0	(1)	5
Other Taxes and Fees	31	128	(97)	58	128	(69)	1,278
Payroll Service Fee	0	9	(9)	125	27	98	106
Back Office Service Fee	4,723	6,250	(1,527)	14,169	18,750	(4,581)	75,000
District Oversight Fee	0	2,288	(2,288)	0	3,706	(3,707)	26,742
SELPA Fees	735	367	368	1,551	735	817	7,955
Public Relations	3,034	3,447	(413)	6,808	3,446	3,361	34,465
Total Professional/Consulting Services	(3,960)	25,201	(29,161)	52,998	59,726	(6,729)	308,512
Facilities, Repairs & Other Leases							
Rent	910	1,004	(94)	2,681	3,012	(329)	12,046
Additional Rent	418	498	(80)	580	1,496	(916)	5,984
Equipment Leases	0	37	(37)	0	111	(111)	444
Other Leases	0	1,514	(1,514)	12,598	4,543	8,054	18,171
Repairs and Maintenance	0	17	(17)	0	50	(50)	203
Total Facilities, Repairs & Other Leases	1,328	3,070	(1,742)	15,859	9,212	6,648	36,848
Operations & Housekeeping							
Auto and Travel Expense	3,416	1,082	2,334	4,308	2,164	2,144	11,902
Dues & Memberships	9,138	606	8,532	11,168	1,817	9,351	7,266
Insurance	462	783	(321)	1,807	2,349	(542)	9,396
Utilities	0	22	(22)	0	66	(66)	265
Janitorial/Trash Removal	0	51	(51)	0	152	(152)	609
Miscellaneous Expense	0	1	(2)	0	2	(2)	16
Communications	506	1,709	(1,202)	7,618	5,126	2,493	20,503
Postage and Shipping	0	53	(52)	1	52	(52)	526
Total Operations & Housekeeping	13,522	4,307	9,216	24,902	11,728	13,174	50,483
Depreciation							
Depreciation Expense	0	117	(118)	0	353	(353)	1,410
Total Depreciation	0	117	(118)	0	353	(353)	1,410
Total Expenses	**214,170**	**269,222**	**(55,052)**	**745,238**	**725,493**	**19,745**	**2,981,890**
Change in Net Assets	**(57,053)**	**(24,857)**	**(32,196)**	**(326,809)**	**(321,062)**	**(5,747)**	**96,383**
Net Assets, Beginning of Period	**530,856**			**800,612**			
Net Assets, End of Period	**$ 473,803**			**$ 473,803**			

Southern California OC

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 57,584,965
Economic Protection Account Funding	0	205,063	(205,063)	0	205,063	(205,063)	820,250
In Lieu of Property Taxes	0	0	0	0	0	0	18,169
Total State Aid - Revenue Limit	0	205,063	(205,063)	0	205,063	(205,063)	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	26,658	(26,658)	266,581
Total Other State Revenue	0	13,329	(13,329)	0	26,658	(26,658)	6,877,796
Other Local Revenue							
Interest Revenue	0	2,706	(2,706)	0	8,118	(8,118)	32,472
Total Other Local Revenue	0	2,706	(2,706)	0	8,118	(8,118)	32,472
Total Revenue	**0**	**221,098**	**(221,098)**	**0**	**239,839**	**(239,839)**	**66,427,268**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	1,683,165	1,908,524	(225,359)	5,259,088	5,725,572	(466,484)	23,415,322
Certificated Teachers' Substitute Hours	11,759	0	11,759	11,876	0	11,876	0
Certificated Teachers' Extra Duties/Stipends	39,485	81,068	(41,584)	98,732	243,205	(144,473)	972,821
Certificated Pupil Support Salaries	328,464	243,026	85,438	936,071	729,078	206,994	2,981,265
Certificated Supervisors' and Administrators' Salaries	199,233	192,432	6,802	573,403	577,296	(3,894)	2,355,593
Other Certificated Salaries	5,212	0	5,212	9,125	0	9,125	0
Total Certificated Salaries	2,267,318	2,425,050	(157,732)	6,888,295	7,275,151	(386,856)	29,725,001
Classified Salaries							
Classified Instructional Salaries	80,406	0	80,406	80,405	0	80,405	0
Classified Support Salaries	28,314	10,414	17,900	83,597	31,240	52,357	127,911
Classified Supervisors' and Administrators' Salaries	53,325	75,499	(22,173)	158,682	226,497	(67,815)	926,532
Clerical, Technical, and Office Staff Salaries	86,318	52,276	34,040	223,662	156,830	66,833	643,568
Total Classified Salaries	248,363	138,189	110,173	546,346	414,567	131,780	1,698,011
Benefits							
State Teachers' Retirement System, certificated positions	395,629	463,185	(67,555)	1,201,514	1,389,553	(188,041)	5,677,475
OASDI/Medicare/Alternative, certificated positions	22,489	17,135	5,353	58,162	51,407	6,757	210,553
Medicare certificated positions	34,992	37,167	(2,174)	103,588	111,501	(7,913)	455,634
Health and Welfare Benefits, certificated positions	447,520	340,248	107,272	1,241,787	1,020,743	221,044	4,082,971
State Unemployment Insurance, certificated positions	3,418	5,443	(2,026)	6,945	16,330	(9,386)	108,869
Workers' Compensation Insurance, certificated positions	13,300	35,886	(22,585)	45,445	107,656	(62,211)	439,922
Other Benefits, certificated positions	82,014	89,713	(7,699)	245,476	269,140	(23,664)	1,099,806
Total Benefits	999,362	988,777	10,586	2,902,917	2,966,330	(63,414)	12,075,230
Books & Supplies							
Textbooks and Core Curricula Materials	69,528	605,507	(535,979)	1,415,488	1,211,015	204,474	2,422,029
Books and Other Reference Materials	0	612	(612)	0	1,834	(1,835)	3,057
School Supplies	4,479	10,394	(5,915)	18,817	31,182	(12,364)	124,727
Software	237,968	165,791	72,177	1,710,056	497,373	1,212,682	1,989,494
Office Expense	7,818	6,641	1,177	11,708	19,924	(8,216)	79,696
Business Meals	20,524	2,405	18,118	27,841	7,216	20,625	28,863
Noncapitalized Equipment	436,139	181,001	255,139	544,016	362,001	182,015	905,003
Total Books & Supplies	776,456	972,351	(195,895)	3,727,926	2,130,545	1,597,381	5,552,869
Subagreement Services							
Special Education	142,340	611,185	(468,845)	258,947	1,222,370	(963,423)	6,723,034
Substitute Teacher	0	236	(237)	0	473	(473)	2,600
Security	252	170	83	568	339	229	1,866

Southern California OC

Budget vs Actual

For the period ended September 30, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Other Educational Consultants	3,120	15,405	(12,286)	3,119	15,405	(12,286)	154,055
Total Subagreement Services	145,712	626,996	(481,285)	262,634	1,238,587	(975,953)	6,881,555
Professional/Consulting Services							
IT	(314,530)	169,001	(483,530)	367,523	507,002	(139,479)	2,028,005
Audit and Tax	1,770	0	1,770	16,033	0	16,033	50,730
Legal	27,871	27,876	(5)	38,303	83,628	(45,324)	334,512
Professional Development	20,186	30,199	(10,013)	202,183	30,199	171,982	301,996
General Consulting	3,523	25,630	(22,107)	107,918	25,630	82,290	256,292
Special Activities	32,971	0	32,971	40,305	0	40,304	292,099
Bank Charges	0	1,228	(1,228)	215	1,228	(1,012)	12,281
Printing	0	10	(10)	0	10	(11)	103
Other Taxes and Fees	667	2,804	(2,137)	2,694	2,803	(110)	28,034
Payroll Service Fee	0	194	(194)	2,729	583	2,147	2,332
Back Office Service Fee	118,844	110,712	8,132	356,452	332,137	24,315	1,328,545
District Oversight Fee	0	2,051	(2,051)	0	2,050	(2,050)	584,234
SELPA Fees	0	0	0	10,024	0	10,024	164,870
Public Relations	66,434	75,628	(9,194)	150,271	75,629	74,642	756,285
Total Professional/Consulting Services	(42,264)	445,333	(487,596)	1,294,650	1,060,899	233,751	6,140,318
Facilities, Repairs & Other Leases							
Rent	19,883	22,027	(2,144)	58,592	66,081	(7,489)	264,325
Additional Rent	9,759	10,942	(1,183)	17,839	32,827	(14,988)	131,307
Equipment Leases	1,050	812	238	3,802	2,435	1,367	9,741
Other Leases	0	33,229	(33,228)	304,564	99,685	204,879	398,741
Repairs and Maintenance	365	371	(6)	365	1,114	(749)	4,456
Total Facilities, Repairs & Other Leases	31,057	67,381	(36,323)	385,162	202,142	183,020	808,570
Operations & Housekeeping							
Auto and Travel Expense	59,949	23,742	36,206	124,952	47,484	77,468	261,163
Dues & Memberships	199,638	13,287	186,351	250,837	39,861	210,976	159,444
Insurance	10,098	17,182	(7,084)	42,056	51,547	(9,491)	206,185
Utilities	262	484	(222)	513	1,450	(938)	5,803
Janitorial/Trash Removal	1,357	1,114	243	4,071	3,343	729	13,369
Communications	12,909	37,490	(24,581)	171,402	112,471	58,931	449,885
Postage and Shipping	141	1,156	(1,015)	3,164	1,155	2,009	11,555
Total Operations & Housekeeping	284,354	94,455	189,898	596,995	257,311	339,684	1,107,404
Depreciation							
Depreciation Expense	181	2,578	(2,397)	542	7,734	(7,192)	30,936
Total Depreciation	181	2,578	(2,397)	542	7,734	(7,192)	30,936
Total Expenses	**4,710,539**	**5,761,110**	**(1,050,571)**	**16,605,467**	**15,553,266**	**1,052,201**	**64,019,894**
Change in Net Assets	**(4,710,539)**	**(5,540,012)**	**829,474**	**(16,605,467)**	**(15,313,428)**	**(1,292,040)**	**2,407,375**
Net Assets, Beginning of Period	**(11,894,929)**			**0**			
Net Assets, End of Period	**$ (16,605,467)**			**$ (16,605,467)**			

CHARTER IMPACT

APPENDIX 03

Statement of Financial Position

California Online Public Schools

Statement of Financial Position

September 30, 2026

	Southern California	Central Valley	Northern California	North Bay	Monterey Bay	Central Coast	Southern California OC	Total
Assets								
Current Assets								
Cash & Cash Equivalents	$ 13,591,374	$ 6,662,678	$ 2,377,154	$ 1,417,425	$ 1,524,592	$ 1,464,382	$ 0	$ 27,037,605
Accounts Receivable	73,171	0	0	0	0	0	0	73,171
Public Funding Receivables	1,102,427	381,315	4,235,568	75,118	831,181	117,024	0	6,742,633
Due To/From Related Parties	21,150,661	(1,388,969)	(2,026,075)	(241,228)	(3,130,538)	(956,751)	(13,407,099)	0
Prepaid Expenses	0	5,301	8,112	941	2,507	870	52,723	70,453
Total Current Assets	35,917,633	5,660,325	4,594,759	1,252,256	(772,258)	625,525	(13,354,376)	33,923,862
Long-term Assets								
Property & Equipment, Net	0	0	0	0	0	0	14,996	14,996
Right-of-Use Asset, Net	0	90,889	238,584	22,722	68,167	11,361	704,390	1,136,113
Deposits	20,287	100	0	0	0	0	0	20,388
Total Long-term Assets	20,287	90,989	238,584	22,722	68,167	11,361	719,386	1,171,497
Total Assets	**$ 35,937,920**	**$ 5,751,314**	**$ 4,833,343**	**$ 1,274,978**	**$ (704,091)**	**$ 636,886**	**$ (12,634,990)**	**$ 35,095,359**
Liabilities								
Current Liabilities								
Accounts Payable	$ (1,423)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ (1,423)
Accrued Liabilities	4,116,888	245,933	1,875,121	95,602	19,828	37,873	3,233,885	9,625,129
Deferred Revenue	2,401,574	1,572,498	2,600,725	337,271	233,837	113,330	0	7,259,234
Operating Lease Liability, Current Portion	0	32,101	84,264	8,026	24,076	4,013	248,777	401,258
Total Current Liabilities	6,517,039	1,850,532	4,560,110	440,899	277,741	155,216	3,482,662	17,284,198
Long-term Liabilities								
Operating Lease Liability, Net of Current Porti	0	62,944	165,227	15,736	47,207	7,868	487,815	786,797
Total Long-term Liabilities	0	62,944	165,227	15,736	47,207	7,868	487,815	786,797
Total Liabilities	**6,517,039**	**1,913,476**	**4,725,337**	**456,635**	**324,948**	**163,084**	**3,970,477**	**18,070,995**
Net Assets, End of Period	**29,420,881**	**3,837,838**	**108,006**	**818,343**	**(1,029,039)**	**473,803**	**(16,605,467)**	**17,024,364**
Liabilities & Net Assets	**$ 35,937,920**	**$ 5,751,314**	**$ 4,833,343**	**$ 1,274,978**	**$ (704,091)**	**$ 636,886**	**$ (12,634,990)**	**$ 35,095,359**

CHARTER IMPACT

APPENDIX 04

Statement of Cash Flows

California Online Public Schools

Statement of Cash Flows

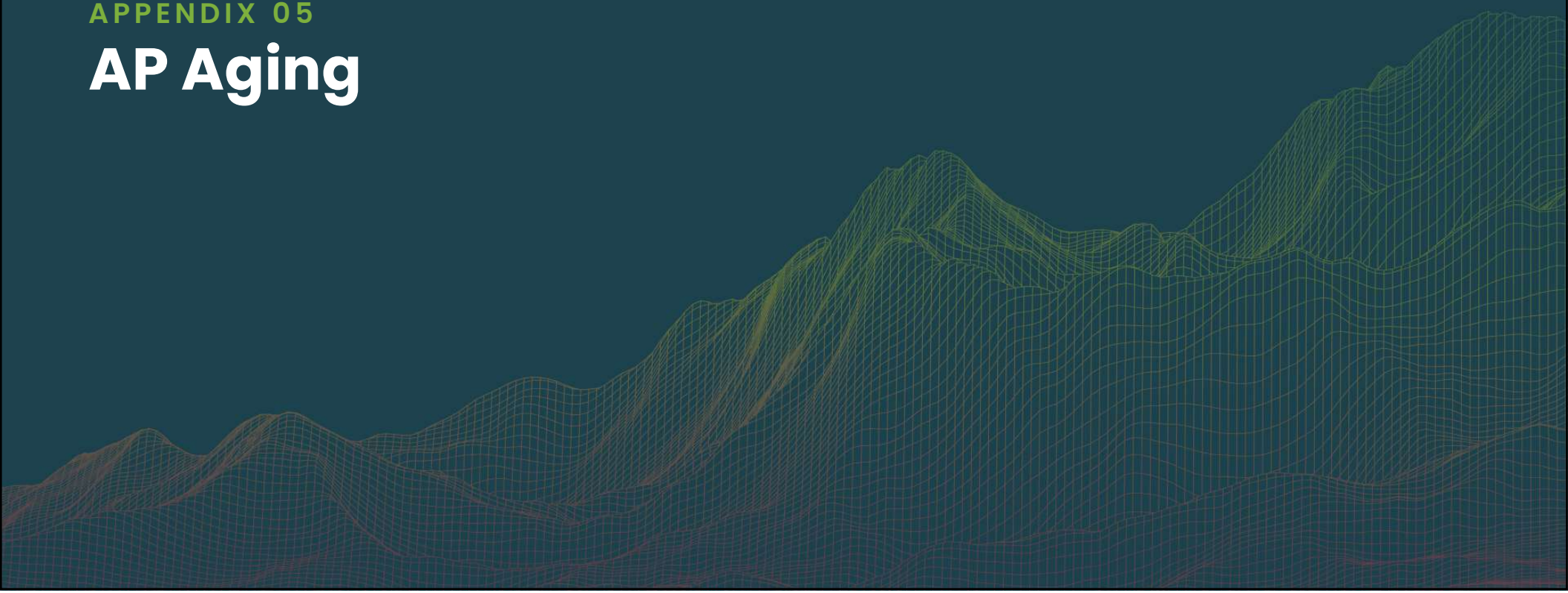
For the period ended September 30, 2026

	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	$ (77,022)	$ (577,077)	$ (1,010,758)	$ (59,168)	$ (363,481)	$ (57,053)	$ (4,710,539)	$ (6,855,097)
Adjustments								
Depreciation	0	0	0	0	0	0	181	181
(Increase) Decrease in Operating Assets								
Public Funding Receivables	357,912	(56,226)	(94,805)	(10,747)	(29,732)	15,767	0	182,169
Due from Related Parties	1,748,667	(1,807,948)	(2,765,972)	(312,721)	(1,375,629)	(779,033)	5,292,637	0
Prepaid Expenses	0	(1,980)	(2,928)	(339)	(902)	(318)	(6,945)	(13,412)
Increase (Decrease) in Operating Liabilities								
Accounts Payable	0	(77,944)	(119,548)	(13,188)	(117,058)	(13,640)	(325,158)	(666,536)
Accrued Expenses	1,786,461	(15,987)	(77,176)	357	985	327	(250,176)	1,444,791
Deferred Revenue	0	(12,830)	(17,482)	(1,956)	4,472	(648)	0	(28,444)
Total Cash Flows from Operating Activites	**3,816,018**	**(2,549,992)**	**(4,088,669)**	**(397,762)**	**(1,881,345)**	**(834,598)**	**0**	**(5,936,348)**
Change in Cash and Cash Equivalents	**3,816,018**	**(2,549,992)**	**(4,088,669)**	**(397,762)**	**(1,881,345)**	**(834,598)**	**0**	**(5,936,348)**
Cash & Cash Equivalents, Beginning of Period	**9,775,356**	**9,212,670**	**6,465,822**	**1,815,187**	**3,405,938**	**2,298,980**	**0**	**32,973,953**
Cash & Cash Equivalents, End of Period	**$ 13,591,374**	**$ 6,662,678**	**$ 2,377,154**	**$ 1,417,425**	**$ 1,524,592**	**$ 1,464,382**	**$ 0**	**$ 27,037,605**

CHARTER IMPACT

APPENDIX 05

AP Aging



Southern California

Accounts Payable Aging

For the period ended September 30, 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			**$ -**	**$ -**	**$ -**	**$ -**	**$ (1,423)**	**$ (1,423)**

Central Valley

Accounts Payable Aging

For the period ended September 30, 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			$ -	$ -	$ -	$ -	$ -	$ -

Northern California

Accounts Payable Aging

For the period ended September 30, 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			$ -	$ -	$ -	$ -	$ -	$ -

North Bay

Accounts Payable Aging

For the period ended September 30, 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			$ -	$ -	$ -	$ -	$ -	$ -

Monterey Bay

Accounts Payable Aging

For the period ended September 30, 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			$ -	$ -	$ -	$ -	$ -	$ -

Central Coast

Accounts Payable Aging

For the period ended September 30, 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			$ -	$ -	$ -	$ -	$ -	$ -

Southern California OC

Accounts Payable Aging

For the period ended September 30, 2026

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

Coversheet

Educational Services Updates

Section: III. Oral Reports
Item: E. Educational Services Updates
Purpose: FYI
Submitted by:
Related Material: 2026 CA Dashboard Board Presentation CalOPS 11.10 (1).pdf

California Online Public Schools

2026 CA Dashboard Presentation

CalOPS: 2026 Dashboard performance

Published performance levels • All students • colors + actual values

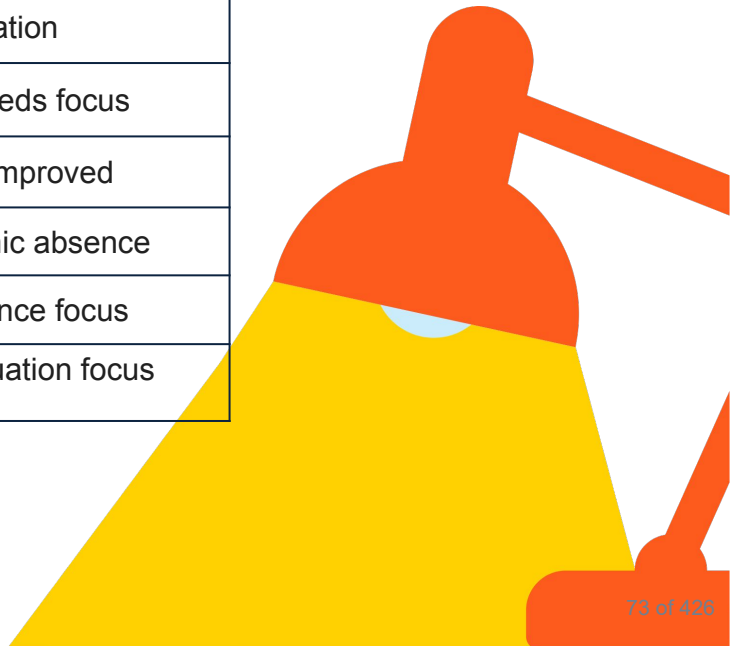
School	ELA	Math	Science	ELPI	CCI	Grad	Chronic	Susp
SoCal	Orange -26.0 pts	Yellow -51.1 pts	Green 56.7 pts	Yellow 48.1%	Yellow 27.5%	Green 81.0%	Yellow 11.3%	Blue 0.0%
NorCal	Yellow -27.4 pts	Yellow -44.8 pts	Green 56.5 pts	Orange 48.2%	Yellow 22.5%	Yellow 79.7%	Yellow 11.5%	Blue 0.0%
Central Valley	Orange -61.7 pts	Yellow -85.4 pts	Yellow 49.2 pts	Yellow 44.0%	Yellow 26.4%	Orange 77.4%	Yellow 17.1%	Blue 0.0%
North Bay	Orange -24.1 pts	Orange -77.5 pts	Green 58.8 pts	No color —	No color 20.9%	No color 78.7%	Yellow 19.4%	Blue 0.0%
Central Coast	Orange -42.4 pts	Yellow -67.5 pts	No color 54.4 pts	No color —	No color 35.5%	No color 68.8%	Yellow 12.6%	Blue 0.0%
Monterey Bay	Orange -18.9 pts	Yellow -36.6 pts	Green 57.1 pts	Red 41.3%	Orange 25.6%	Green 82.8%	Green 9.1%	Blue 0.0%

Points: ELA, math and science. Rates: other indicators. ELPI = English Learner Progress; CCI = College/Career; Grad = graduation; Chronic = chronic absenteeism; Susp = suspension.

District Wide Key Highlights

2026 CA Dashboard

School	Key highlights
SoCal	Green science and graduation
NorCal	Green science; EL progress needs focus
Central Valley	Chronic Ab and EL Progress improved
Monterey Bay	Highest graduation; lowest chronic absence
North Bay	Highest science score; attendance focus
Central Coast	Highest CCI prepared rate; graduation focus



ELA, Math and Science: Dashboard comparisons

2026 focus with 2025 comparisons. Colored cells show Dashboard levels; neutral columns show numerical change.

School	ELA 2025	ELA 2026	Change (points)	Math 2025	Math 2026	Change (points)	Science 2025	Science 2026	Change (points)
SoCal	-23.7 Yellow	-26.0 Orange	-2.3	-59.2 Yellow	-51.1 Yellow	+8.1	56.4 No color	56.7 Green	+0.3
NorCal	-23.1 Yellow	-27.4 Yellow	-4.3	-57.7 Yellow	-44.8 Yellow	+12.9	55.7 No color	56.5 Green	+0.8
Central Valley	-44.0 Yellow	-61.7 Orange	-17.7	-85.8 Yellow	-85.4 Yellow	+0.4	51.7 No color	49.2 Yellow	-2.5
North Bay	-24.8 Yellow	-24.1 Orange	+0.7	-57.4 Yellow	-77.5 Orange	-20.1	54.0 No color	58.8 Green	+4.8
Central Coast	-28.5 Yellow	-42.4 Orange	-13.9	-63.6 Yellow	-67.5 Yellow	-3.9	58.6 No color	54.4 No color	-4.2
Monterey Bay	-18.9 Yellow	-18.9 Orange	0.0	-46.0 Yellow	-36.6 Yellow	+9.4	52.8 No color	57.1 Green	+4.3

Red	Orange	Yellow	Green	Blue	No color

ELA/Math: distance from standard. Science: Dashboard Science Points. Higher is better within each measure.

Science: 2025 baseline, no colors. Change uses displayed scores. Point scales differ across subjects.

Engagement and readiness percentages

2026 focus with 2025 comparisons. Colored cells show Dashboard levels; neutral columns show numerical change.

School	Chronic 2025	Chronic 2026	Change (pp)	Grad 2025	Grad 2026	Change (pp)	CCI 2025	CCI 2026	Change (pp)
SoCal	20.2% Red	11.3% Yellow	-8.9	80.0% Yellow	81.0% Green	+1.0	18.5% Orange	27.5% Yellow	+9.0
NorCal	20.8% Red	11.5% Yellow	-9.3	76.7% Orange	79.7% Yellow	+2.9	16.7% Orange	22.5% Yellow	+5.8
Central Valley	27.4% Red	17.1% Yellow	-10.3	78.8% Yellow	77.4% Orange	-1.4	10.3% Orange	26.4% Yellow	+16.0
North Bay	23.6% Orange	19.4% Yellow	-4.3	55.2% No color	78.7% No color	+23.6	10.3% No color	20.9% No color	+10.6
Central Coast	26.4% Red	12.6% Yellow	-13.8	66.7% No color	68.8% No color	+2.1	15.8% No color	35.5% No color	+19.7
Monterey Bay	18.4% Red	9.1% Green	-9.3	80.5% Green	82.8% Green	+2.3	24.0% Yellow	25.6% Orange	+1.6

Red | Orange | Yellow | Green | Blue | No color

Chronic: lower is better. Graduation and CCI Prepared: higher is better.

English learner progress and suspension

ELPI shows progress toward English proficiency. Suspension shows the percentage of students suspended.

School	ELPI 2025	ELPI 2026	Change (pp)	Suspension 2025	Suspension 2026	Change (pp)
SoCal	50.0% Green	48.1% Yellow	-1.9	0.0% Blue	0.0% Blue	0.0
NorCal	50.9% Green	48.2% Orange	-2.7	0.0% Blue	0.0% Blue	0.0
Central Valley	41.9% Orange	44.0% Yellow	+2.1	0.0% Blue	0.0% Blue	0.0
North Bay	— No color	— No color	—	0.0% Blue	0.0% Blue	0.0
Central Coast	— No color	— No color	—	0.0% Blue	0.0% Blue	0.0
Monterey Bay	57.1% Blue	41.3% Red	-15.8	0.0% Blue	0.0% Blue	0.0

Red | Orange | Yellow | Green | Blue | No color

ELPI increased at Central Valley and decreased at the other three schools with reported results.

pp = percentage points. — = not reported. No color is distinct from Red. All six schools remain Blue for suspension.

CalOPS Enrollments by Scope

Census day counts and Spring counts play key roles into understanding our school Dashboard(s). In several metrics, differences in enrollment levels across schools directly impact how each site is represented on the California School Dashboard.

October 1, 2025

Census Day		Total Enrollment
SoCal	55%	4391
NorCal	21%	1713
Central Valley	12%	964
North Bay	3%	200
Central Coast	2%	176
Monterey Bay	7%	535
		7979

May 1, 2026

May 1, 2026		Total Enrollment
SoCal	54%	4760
NorCal	21%	1863
Central Valley	13%	1177
North Bay	2%	211
Central Coast	2%	210
Monterey Bay	7%	592
		8813

October 7, 2026*

Census Day		26-27 Enrollment
SoCal	52%	4563
NorCal	22%	1893
Central Valley	14%	1193
North Bay	2%	211
Central Coast	3%	218
Monterey Bay	7%	625
		8703

October counts = Census day counts. May count = enrollment at time of state testing.

California Online Public Schools

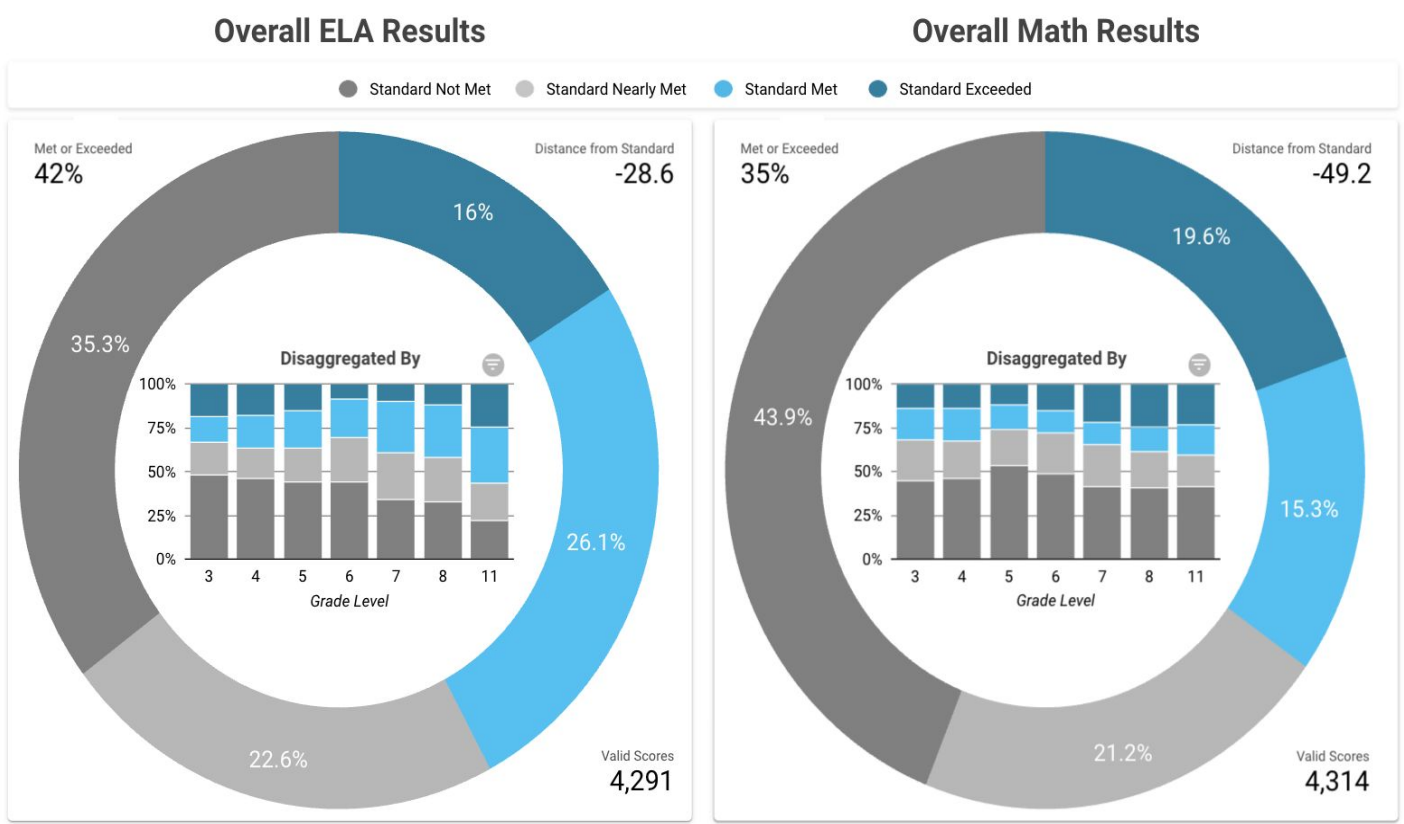
**2026 Census day is preliminary until Dec. 11 and will not be verified until Jan. 2027.*

Academics

California Online Public Schools

CalOPS District ELA & Math Results: 2026

Smarter Balanced achievement levels across all six schools



In 2026 CalOPS:

Valid test results:
ELA: 382 more
Math: 409 more

% Met or Exceeded:

ELA: 42.2%
Change: −1.4 %

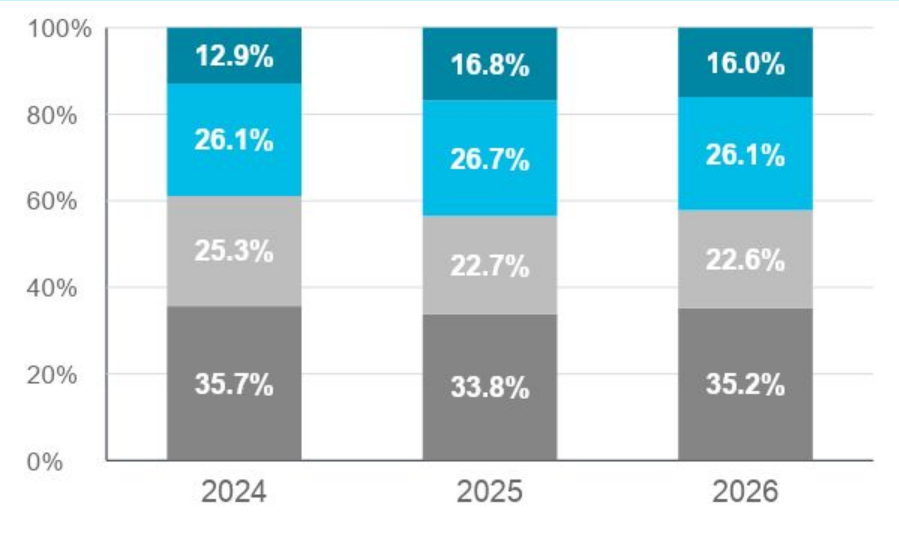
Math: 34.8%
Change: +2.4 %

Compared with 2025

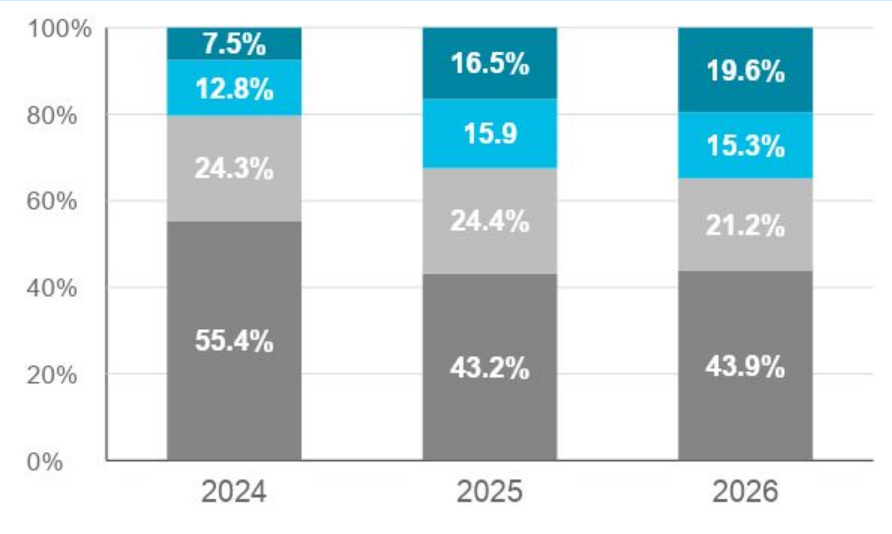
CalOPS Three-Year Trend Analysis

2024–2026 Smarter Balanced results

English Language Arts



Mathematics

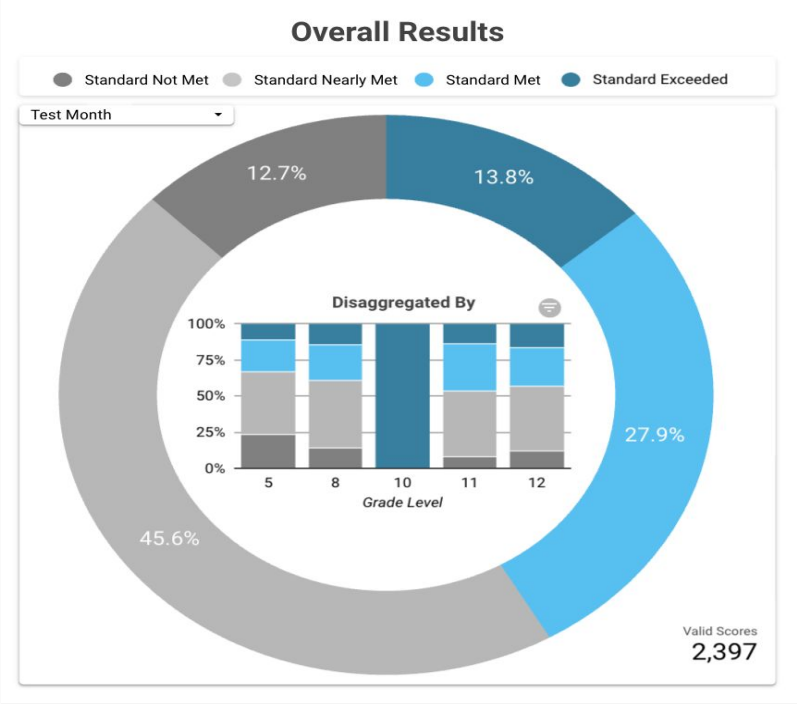


California Online Public Schools

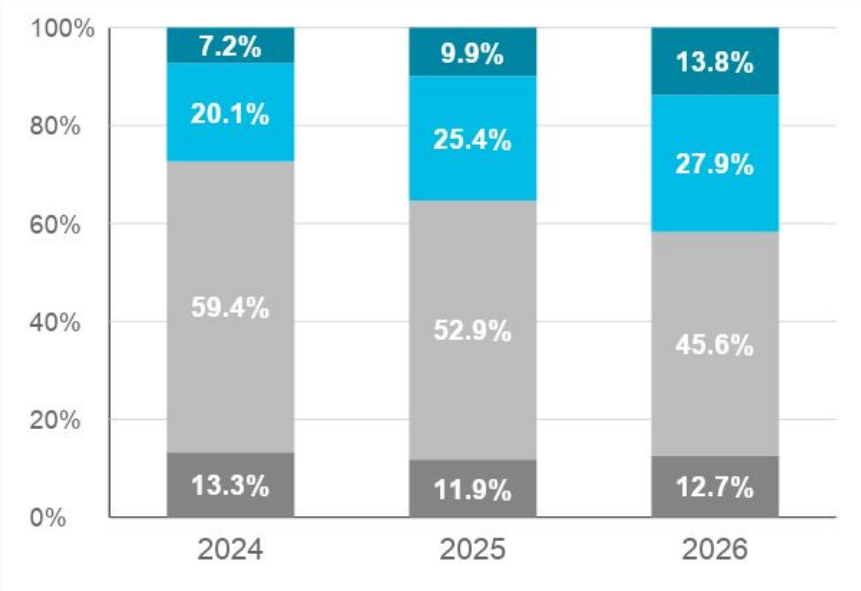
Year-to-year results describe different groups of students, not individual growth..

CalOPS Science Results: 2026

CAST achievement levels and three-year trend



Proficiency increased 6.4 percentage points



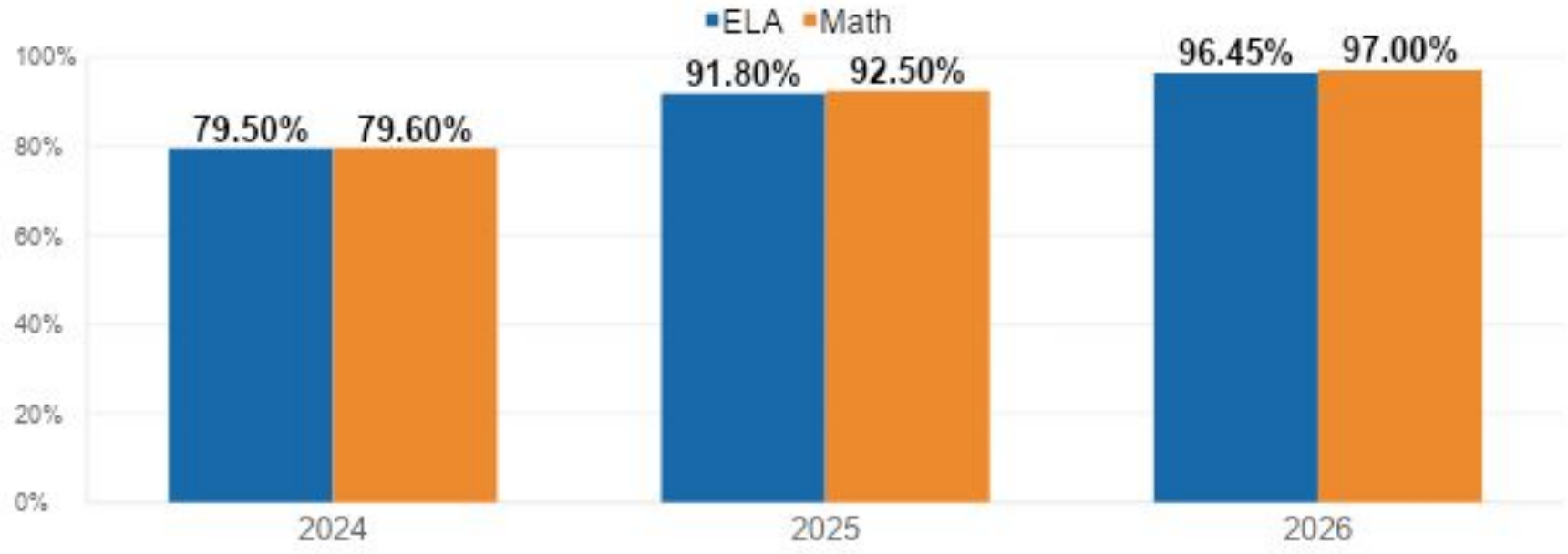
California Online Public Schools

2026 Standard Met and Exceeded: 41.7%

CAST only; CAA for Science excluded.

CalOPS Preliminary District Testing Participation

ELA and Math participation, 2024–2026.



***2026: ELA 96.45% and Math 97.00%** **2026 confirmed participation rates will be out in December.*

From 2025: ELA +4.65 percentage points; Math +4.50 percentage points.

Source: supplied screenshots. 2026 = 2025–26 school year; 2025 = 2024–25.

Overall District Opt Outs/Valid Scores by Year

Year	Opt Outs
2025 - 26	112
2024 - 25	124
2023 - 24	350
2022 - 23	517

ELA valid scores

2026 = 4,291

2025 = 3,908

2024 = 3,370

Math valid scores

2026 = 4,313

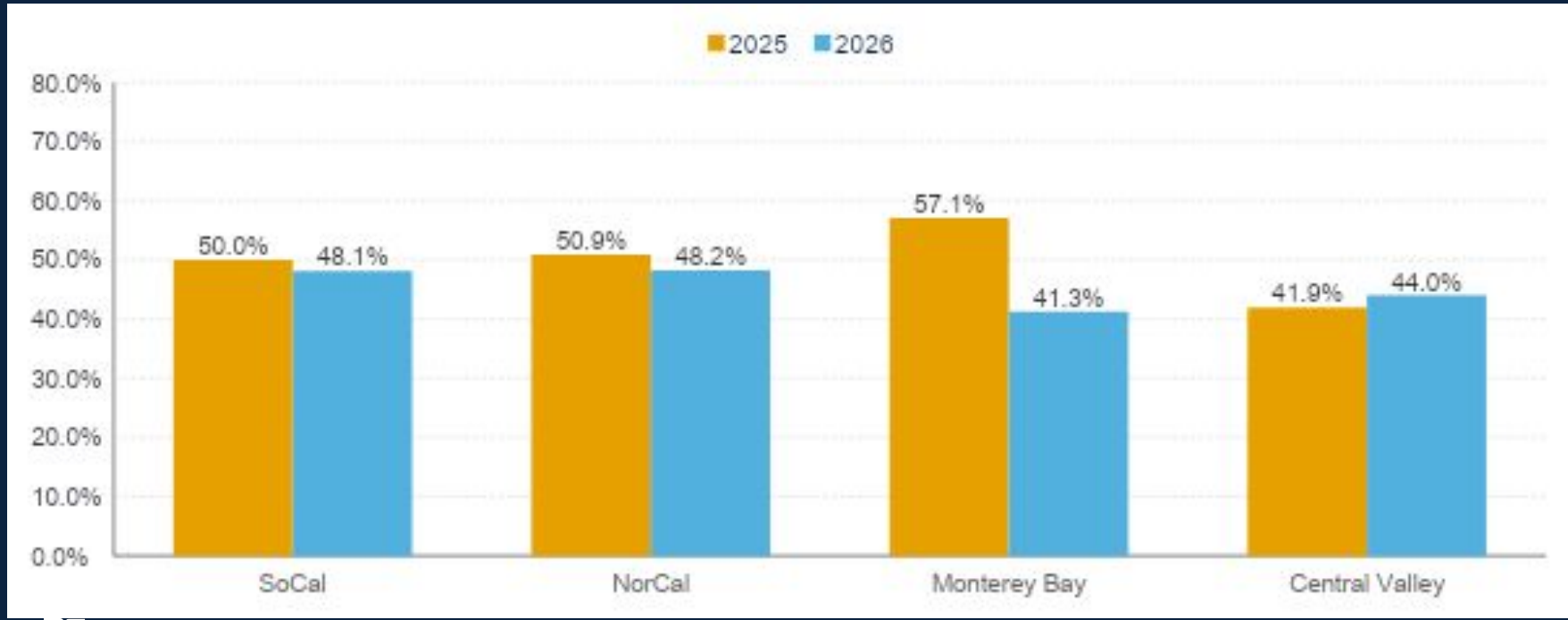
2025 = 3,904

2024 = 3,390

English Learners

English Learners Making Progress

2025 versus 2026 Dashboard English Learner Progress

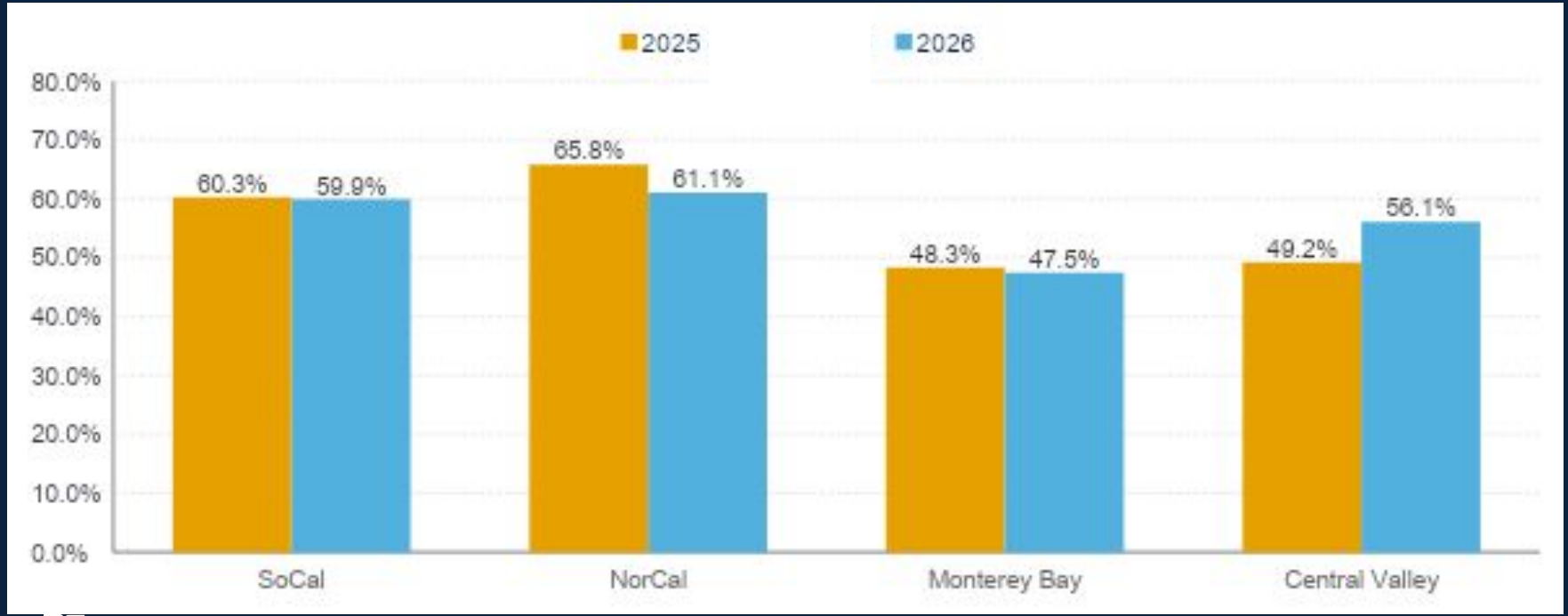


California Online Public Schools

North Bay and Central Coast: too few EL results to report. Chart colors identify years, not Dashboard ratings.

Long-Term English Learners Making Progress

2025 baseline versus 2026; LTEL rules now credit reclassified students



California Online Public Schools

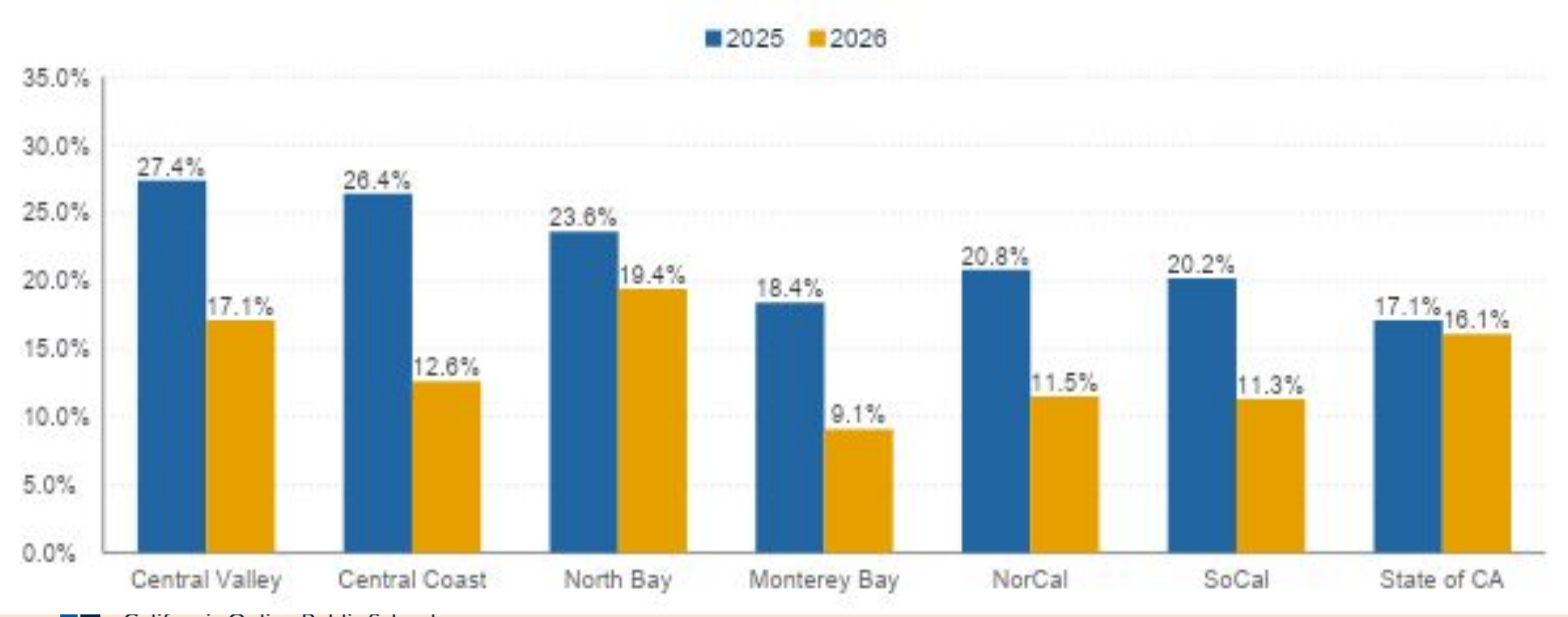
North Bay/Central Coast: too few results to report.

Chronic Absenteeism

California Online Public Schools

CalOPS Chronic Absenteeism

2025 versus 2026 Dashboard; lower percentages are better



California Online Public Schools

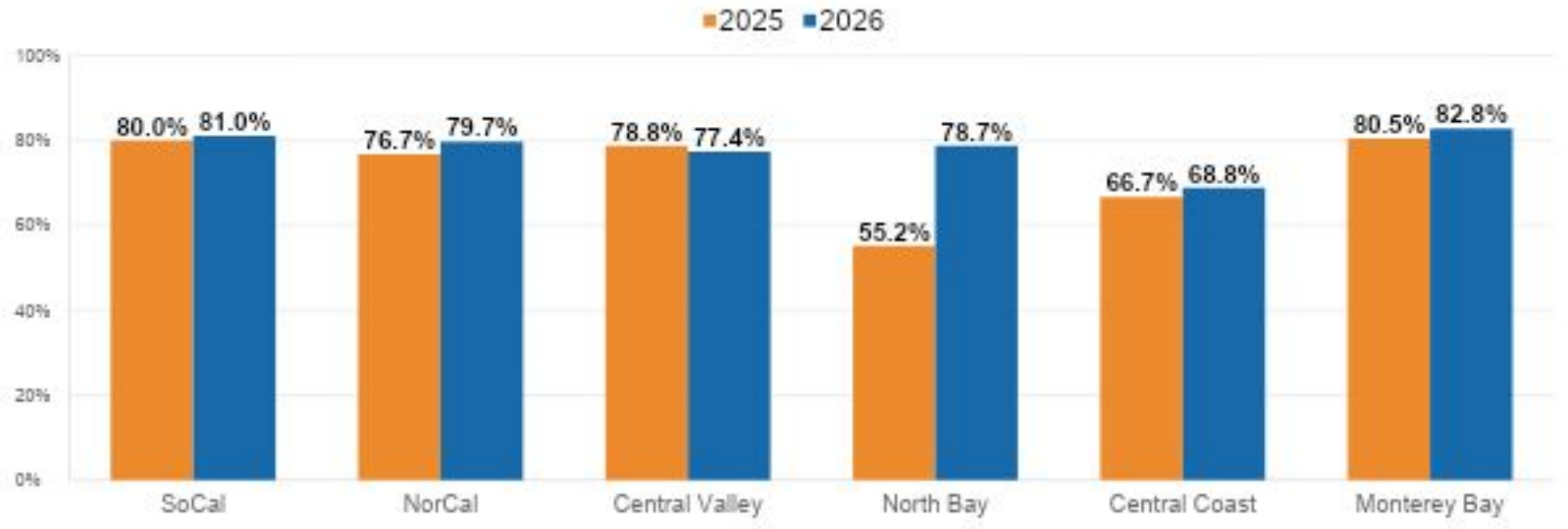
All six CalOPS schools reported lower chronic absenteeism. Colors identify years, not Dashboard ratings.

Grad Rate

California Online Public Schools

Dashboard graduation rates

Combined four- and five-year measure.



2026 Dashboard performance levels

SoCal	NorCal	Central Valley	North Bay	Central Coast	Monterey Bay
Green	Yellow	Orange	No color	No color	Green

Year colors identify years only. Dashboard performance levels reflect both status and change. Source: CDE.

The student counts behind the 2026 rates

School	Graduates	Non-graduates*	Total included	Rate
SoCal	685	161	846	81.0%
NorCal	278	71	349	79.7%
Central Valley	123	36	159	77.4%
North Bay	37	10	47	78.7%
Central Coast	22	10	32	68.8%
Monterey Bay	106	22	128	82.8%
Network total	**1,251**	**310**	**1,561**	**80.1%**

Includes 90 fifth-year graduates from the prior graduating class.

*Non-graduates = total included minus graduates. This is not the number of dropouts.

The combined total is an accountability calculation group, rather than a single four-year cohort.

Source: CDE 2026 Graduation Rate Indicator file. Network rate uses summed counts and is calculated for reference.

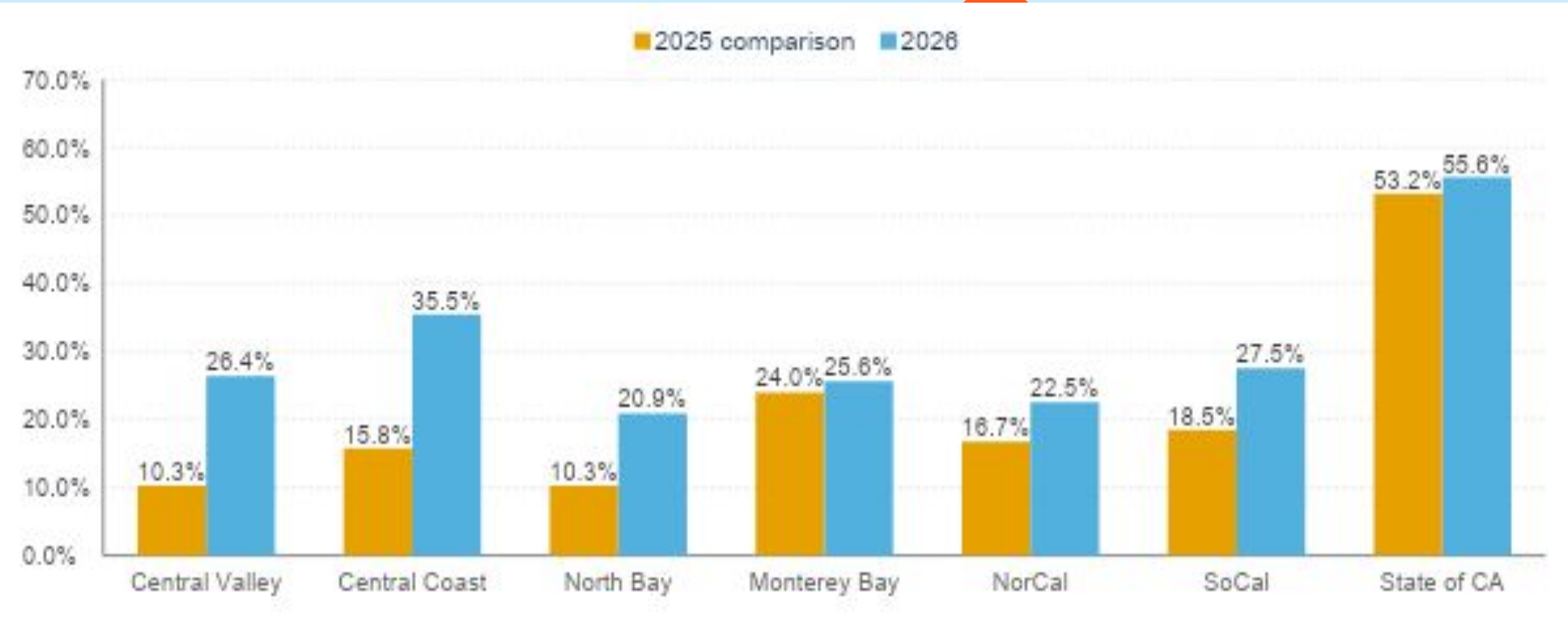
Powered by BoardOnTrack

College & Career Indicators (CCI)

California Online Public Schools

CalOPS College/Career Indicator

2025 comparison versus 2026 Dashboard; percent prepared



California Online Public Schools

Comparison values come from the 2026 CDE file and may differ from prior publications. Colors identify years.

Differentiated Assistance

California Online Public Schools

Differentiated assistance: 2026 status

2026 LCFF assistance file • six CalOPS schools

School	2025 identified groups / areas	2026 published status
Southern California	English learners; students with disabilities Chronic absence; college/career	Universal Assistance
Northern California	No DA identification listed	Universal Assistance
Central Valley	Socioeconomically disadvantaged; White Chronic absence; college/career	Universal Assistance
North Bay	No DA identification listed	Universal Assistance
Central Coast	No DA identification listed	Universal Assistance
Monterey Bay	Hispanic; students with disabilities Chronic absence; academics	Universal Assistance

2026 LCFF student-group determination: no DA eligibility shown. CSI-related determinations are expected December 2026. 2025 and 2026 criteria differ.

Sources: CDE 2026 LCFF Assistance Status file; CalOPS December 2025 Board materials.

Thank you!

Next Steps: Our efforts continue…

- ***Celebrate our hard work! CalOPS is making things happen for our students!***
- Upcoming Grade band meetings to dig deeper into grade level/grade band specific data.
- Dig deeper into our diagnostic data for ELA and Math to support all students in meeting our Priority 1 goal
- Continue our focus and discussion around chronic ab, EL and CCI
- Understand our graduation rate metrics at all scopes
- Look at the comparisons and discrepancies across data - Ask WHY?

Appendices

The following slides provide CA Dashboard links, data, and comparisons

2026 California School Dashboard links for California Online Public Schools

Please find the direct links to the California Online Public Schools 2026 California Dashboard for each school below.

You can also find the 2026 California School Dashboard webpage by clicking HERE.

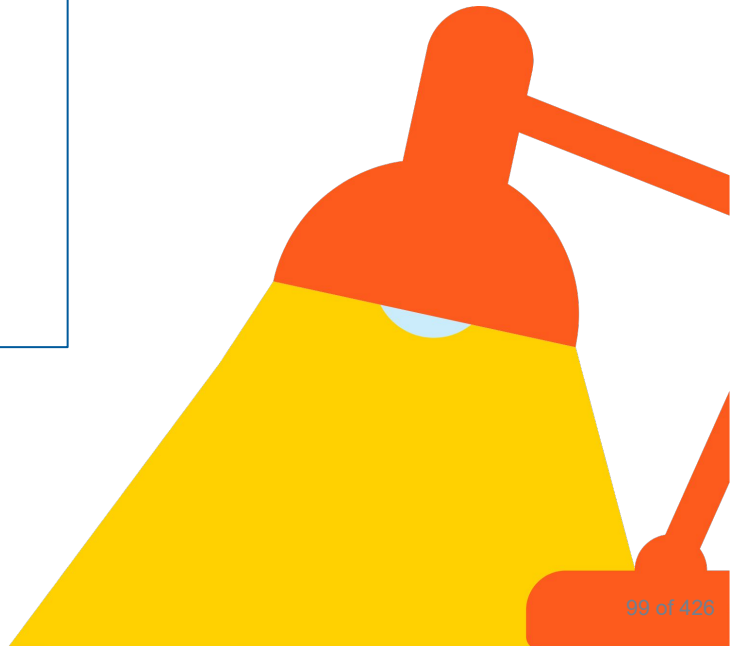
- CalOPS SoCal
- CalOPS North Bay
- CalOPS Central Valley
- CalOPS NorCal
- CalOPS Monterey Bay
- CalOPS Central Coast

California Online Public Schools

2025 - 2026 CA Dashboard Comparative data

This data compares each CA Dashboard metric by schools from 2025 to 2026 for a clean snapshot across all six CalOPS schools.

At-a-glance: published performance colors



Coversheet

Capistrano SoCal Closure Procedure Updates (attached)

Section:	IV. Information Items
Item:	B. Capistrano SoCal Closure Procedure Updates (attached)
Purpose:	Discuss
Submitted by:	
Related Material:	261110_CalOPS_SoCal_Capo_Closure_Update_Memo.pdf

California Online Public Schools

Memorandum

To: CalOPS Board of Directors

From: Dan Hertzler, Director of Operations and Board Secretary

Date: November 10, 2026

Re: Closure Update – California Online Public Schools Southern California (Capistrano Unified)

Background

On October 13, 2026, the Board adopted Resolution No. 2627-02, documenting the closure of California Online Public Schools Southern California, the charter authorized by the Capistrano Unified School District, effective September 9, 2026. The closure was through voluntary rescission of the charter petition, before the end of the charter term on June 30, 2027. All students enrolled in the Southern California region for the 2026-27 school year are enrolled with CalOPS SoCal - OCDE. Through the resolution, the Board appointed Dan Hertzler, Director of Operations, as the person responsible for closure-related activities. Staff will give the Board monthly updates on the closure procedures, as an information item, until they are complete.

Updates

November 10, 2026

Charter Impact (Matthew Lemos)

- Submitted the required closeout (final expenditure) reports for the school's one-time state funds, including the Learning Recovery Emergency Block Grant (LREBG) and the Student Support and Professional Development Discretionary Block Grant (SSPDBG), so the state has a final accounting of how those dollars were spent.
- Began a full review of the school's balance sheet to identify every remaining asset, liability, and outstanding loan so each can be settled or reassigned before the books are closed.
- Met with the auditors, CLA, to walk through what a closeout audit will require and to map out the next steps and timing for that final audit.

CalOPS Team

- Working with Young, Minney & Corr, LLP (YMC) to fine-tune the required closure notices, which will be sent to the Capistrano Unified School District (CUSD), OCDE, the California Department of Education (CDE), CalSTRS, Social Security, the NCAA, WASC, the University of California (UC), the SELPA, and employees.
- Requested that the CDE School Directory be updated to show CalOPS Southern California as inactive.
- Followed up with the Capistrano Unified CBEDS Coordinator by voicemail, asking that the update be made.
- 11/2/26: CDE has requested closure documentation.

Coversheet

Technology Refresh Policy (attached)

Section:	IV. Information Items
Item:	C. Technology Refresh Policy (attached)
Purpose:	Discuss
Submitted by:	
Related Material:	261110_Technology_Refresh_Policy_BIM_-_CalOPS.docx.pdf CalOPS Technology Refresh Policy - DRAFT.docx.pdf

California Online Public Schools

Board Information Memo

SUBJECT: Technology Refresh Policy (Initial Draft for Board Review)

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

Date: 11/10/2026

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

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

Background (Brief Summary of Background Information):

CalOPS plans for staff technology to be refreshed on an approximately three-year cycle, but that cycle is not currently established in Board policy. Refreshes have instead been planned and brought to the Board individually as purchases, most recently the Extended Leadership Team (ELT) refresh in spring 2026 and the staff technology refresh in October 2026.

The attached draft Technology Refresh Policy establishes a planned approach to replacing the laptops, tablets, monitors, docking stations, and related peripherals CalOPS issues to staff and Board Members across all six schools. It does not cover student devices, software, subscriptions, or network infrastructure. Key provisions include:

- **Three-year planning cycle.** Devices are planned for replacement approximately every three years from the date placed into service. The cycle is a planning and budgeting standard, not a requirement to replace devices in any given year, and creates no entitlement to a replacement device.
- **Subject to available funds.** The President or designee may defer or phase a refresh; when a planned refresh is deferred, the Board is informed at a subsequent regular meeting.
- **Standard technology packages.** Staff receive at minimum a laptop, monitor, keyboard and mouse, and a docking station or hub. Board Members are offered a tablet, which they may decline. All devices remain CalOPS property.
- **Budgeting and Board approval.** Projected refresh costs are included in the annual budget and multi-year projections. Purchases follow the approval levels in the CalOPS Fiscal Policies, and a refresh phase may not be divided to avoid Board approval.
- **Alignment with Fiscal Policies.** Issuance, inventory, disposal, and data removal follow the CalOPS Fiscal Policies, which control in the event of a conflict.

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

In CalOPS's fully virtual environment, staff technology is the primary means through which all instruction, student support, and operational work is performed. A defined refresh cycle allows CalOPS to maintain

dependable hardware, standardize the equipment the technology department supports, and forecast technology costs in the annual budget and multi-year projections rather than addressing each refresh as a standalone purchase.

This draft is being presented as an information item so the Board can review it and provide feedback before it is brought forward for adoption. No action is requested at this meeting.

Evidence of Due Diligence:

- The draft policy was authored by the Director of Operations, with review and feedback from the Assistant Director of Technology and the Co-Superintendents.
- The draft was written to operate within the CalOPS Fiscal Policies, including the current $100,000 threshold for Board approval of purchases, and the CalOPS Board Duties, Responsibilities, and Delegation of Power Policy.
- The draft reflects the three-year refresh practice and standard staff technology package used in the ELT and staff technology refreshes previously approved by the Board.
- The draft has not yet been reviewed by legal counsel.

Fiscal Impact: None. This item is for information only. Adoption of the policy would not by itself authorize any expenditure; future refresh costs would be included in the Board-adopted budget and approved in accordance with the CalOPS Fiscal Policies.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable): Information Only

No action is requested. Staff invites Board feedback on the draft policy. Depending on that feedback, staff anticipates bringing the policy to the Board for approval no earlier than the December 2026 meeting.

Prepared/Recommended/Approved By:

Dan Hertzler
Director of Operations

California Online Public Schools

Technology Refresh 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

DRAFT – Pending Approval by CalOPS Board of Directors

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1. Purpose

The purpose of this policy is to establish a consistent, fiscally responsible approach to the replacement of technology issued to California Online Public Schools ("CalOPS") staff and members of the Board of Directors.

CalOPS operates fully virtual charter schools in which staff technology is the primary means through which all instruction, student support, and operational work is performed. Technology issued to Board Members supports communication and the Board's oversight of the schools. Reliable, current technology is therefore essential to CalOPS's ability to serve students and families and to govern effectively. Establishing a planned refresh cycle allows CalOPS to maintain dependable hardware, standardize the equipment it supports, and forecast technology costs as part of its annual budget and multi-year financial projections.

2. Scope

This policy applies to technology hardware issued by CalOPS to its employees and to members of the Board of Directors, including laptops, tablets, monitors, docking stations, and related peripherals. It applies across all charter schools operated by CalOPS.

This policy does not apply to technology issued to students, which is governed by the CalOPS Fiscal Policies and applicable student policies, nor to software, subscriptions, or network and infrastructure systems.

This policy shall be read in conjunction with the CalOPS Fiscal Policies, which govern the issuance, inventory, security, and disposal of CalOPS equipment. In the event of a conflict, the Fiscal Policies shall control.

3. Refresh Cycle

CalOPS plans for staff and Board Member technology to be replaced approximately every three years from the date it is placed into service. The three-year cycle is a planning standard used to forecast costs and schedule replacements; it does not require that devices be replaced in any given year.

Each refresh is subject to the availability of funds in the Board-adopted budget. When funds are not available, or when existing devices continue to perform reliably, the President or designee may defer or phase a refresh, and devices will remain in service until replaced. When a planned refresh is deferred, the President or designee shall inform the Board at a subsequent regular Board meeting.

A refresh may be carried out in phases. The order in which devices are replaced shall be determined by administrative procedure.

Replacement of a device outside the refresh cycle due to loss, damage, or failure shall be handled in accordance with the CalOPS Fiscal Policies and administrative procedure.

Nothing in this policy creates an entitlement for any staff member or Board Member to receive a replacement device on a set schedule.

4. Standard Technology Packages

At each refresh, eligible staff and Board Members will receive, at a minimum, the standard technology package for their role, as described below. The President or designee may add equipment to the standard package, for all recipients or for individual staff or Board Members, as operational needs require. Specific makes and models shall be selected by the President or designee at the time of each refresh, based on performance, cost, and supportability.

Staff. The minimum staff package consists of a laptop, monitor, keyboard and mouse, and a docking station or hub. Staff may select their laptop from the models approved for that refresh.

Board Members. Each Board Member will be offered, at a minimum, a tablet to facilitate communication and support the Board's oversight responsibilities. A Board Member may decline the device.

All technology issued under this policy remains the property of CalOPS and shall be returned in accordance with the CalOPS Fiscal Policies when the device is replaced or when the individual's employment or Board service ends.

5. Budgeting and Board Approval

The President or designee shall include projected refresh costs in the annual budget and multi-year financial projections presented to the Board for adoption.

Refresh purchases shall be approved in accordance with the authority levels established in the CalOPS Fiscal Policies. Purchases that exceed those levels require Board approval. A refresh may be planned and purchased in phases to respond to changes in technology pricing, availability, and operational need. Each phase shall be evaluated as a whole when determining whether Board

approval is required, and a phase shall not be divided into smaller purchases to avoid that requirement.

When a refresh phase is presented for Board approval, it shall include evidence of competitive pricing and due diligence consistent with the CalOPS Fiscal Policies, and shall identify how the phase fits within the overall refresh plan.

6. Implementation

In accordance with the CalOPS Board Duties, Responsibilities, and Delegation of Power policy, the President or designee shall implement this policy and may adopt administrative procedures as needed. Such procedures may address, but are not limited to:

- The prioritization and phasing of device replacements;
- The selection of approved makes and models;
- Procurement, configuration, and deployment of devices;
- The maintenance of a reserve of devices for new employees and replacements;
- The collection of replaced devices; and
- The removal of all CalOPS and student data from replaced devices prior to redeployment or disposal.

Replaced devices shall be inventoried, redeployed, declared surplus, or disposed of in accordance with the CalOPS Fiscal Policies and applicable law.

7. Policy Review

This policy shall be reviewed by the Board at least once every three years, and may be reviewed more frequently as needed. The President or designee shall recommend revisions to the Board whenever changes in law, technology costs, CalOPS operations, or the CalOPS Fiscal Policies warrant an update.

Coversheet

Board Succession Policy (attached)

Section: IV. Information Items
Item: D. Board Succession Policy (attached)
Purpose: Discuss
Submitted by:
Related Material: Board Recruitment Input Guide.docx.pdf

BOARD INPUT GUIDE · STUDY SESSION

Recruiting and Replacing Board Members

What should our policy say? Your input shapes the first draft.

BEFORE THE MEETING

The Board asked for a written policy on how CalOPS finds, selects, and replaces directors. Before a draft comes back for action, staff want the Board's direction on the choices that are genuinely the Board's to make. This guide walks through those choices. There are no right answers here, and you can check more than one box or write your own.

How to use it. Read it before the meeting and jot notes for yourself. Please do not share your answers with other directors or send them to staff ahead of time. Because the Board is subject to the Brown Act, the discussion needs to happen together, in the noticed meeting. Bring the guide with you.

What happens next. Staff will turn the Board's direction into a draft policy, check it against our six charters, and have legal counsel review it before it returns for action.

Already settled by law and our Bylaws

These are already decided, so we can spend our time on what is not. Any policy we adopt will follow them. Section numbers refer to the CalOPS Bylaws as revised and approved February 10, 2026. Changing anything in the Bylaws rows would take a Bylaws amendment, not this policy.

Topic	What is already decided	Source
Board size	Between 5 and 15 directors; the exact number is set by Board resolution	Bylaws 4.2
Election and terms	Directors are elected at the annual meeting by a majority of directors in office. Terms are three years, staggered	Bylaws 4.4
Who may serve	No director may be anyone paid by CalOPS in the last 12 months, or a close relative of such a person. CalOPS employees cannot serve	Bylaws 4.17
Qualities sought	Ability to attend meetings; willingness to support CalOPS and its schools; dedication to its educational work	Bylaws 4.3(A)
Vacancies	Filled by a majority of directors in office; the new director serves the rest of the term	Bylaws 4.6(C)
Removal	With or without cause, by a majority of the entire Board, at a properly noticed meeting	Bylaws 4.5
Committees	May recommend candidates but may not fill a seat. Committee meetings follow the same open-meeting rules as the Board	Bylaws 6.1, 6.2

Topic	What is already decided	Source
Authorizer seats	Each authorizing district may appoint a representative; only that district can remove or replace its representative	Bylaws 4.3(A), 4.5, 4.6(C)
Brown Act	Discussion of candidates, finalist interviews, and the vote happen in open session. Closed session cannot be used to appoint directors	Gov. Code 54950 et seq.
Public records	Applications and Board records about candidates can be requested by the public	Public Records Act
Conflicts and disclosure	No financial interest in a CalOPS contract. Form 700 within 30 days of taking office. Two hours of ethics training within one year, then every two years	Gov. Code 1090, 87100, 53235
Delegation Policy	The Board and the President jointly recruit and nominate prospective Board members. Only the Board votes	Delegation Policy

Part 1 · Who should be on our Board

1.1 What expertise does the Board need most over the next three years? Check up to four.

A written skills picture lets us recruit for what we lack instead of whoever is available.

- ☐ School finance and audit
- ☐ Education or nonprofit law
- ☐ Instructional leadership
- ☐ Special education
- ☐ Virtual learning and independent study
- ☐ Data, technology, and student privacy
- ☐ Human resources and labor
- ☐ College and career pathways
- ☐ Communications and family engagement
- ☐ Government and authorizer relations
- ☐ Recognized community leader in an area we serve
- ☐ Other: _____

Notes

1.2 The Bylaws ask the Board to try to include a parent or guardian of a current or former CalOPS student (4.3(B)). Should we go further?

The Bylaws make this a goal, not a requirement. A reserved seat would guarantee it.

- ☐ Reserve at least one seat
- ☐ Treat it as a priority in every recruitment cycle, without a reserved seat
- ☐ The Bylaws standard is enough

Notes

1.3 The Bylaws ask the Board to try to include a representative of each of our six schools, such as someone living in the area that school serves (4.3(B)(d)). How should we meet that?

With six schools and a Board that may be as small as five, one director may need to cover more than one school.

- ☐ One director living in each school's service area
- ☐ At least one director from each of our regions, covering every school between them
- ☐ A looser standard: consider school area when choosing among candidates
- ☐ Other: _____

Notes

1.4 Is the Board the right size?

The Bylaws allow 5 to 15 directors, with the number set by resolution. Larger boards spread the work and widen perspective; smaller boards move faster and reach quorum more easily.

- ☐ Keep the current number
- ☐ Increase the number by resolution
- ☐ Decrease the number by resolution
- ☐ Unsure

Notes

Part 2 · Who can serve

2.1 Should close relatives, or members of the same household, be allowed to serve on the Board at the same time?

The Bylaws already bar relatives of CalOPS staff (4.17). This question is only about relatives among directors. The law does not prohibit it; some boards restrict it to protect independent judgment, others rely on disclosure.

- ☐ Not allowed
- ☐ Allowed with disclosure
- ☐ No restriction

Notes

2.2 If an authorizing district appoints a representative, how should that seat count?

The Bylaws let each authorizing district appoint a representative but do not say how many such seats there can be or how they count toward the 5 to 15. We have six authorizers.

- ☐ Within the Board's set number
- ☐ In addition to the Board's set number
- ☐ Invite districts to use their seats each year
- ☐ Address this in a Bylaws amendment
- ☐ Unsure

Notes

2.3 Should new directors complete a background check?

It is not required by law or the Bylaws. Some charter organizations require it anyway.

- ☐ Yes
- ☐ No
- ☐ Unsure

Notes

Part 3 · How we find and choose directors

3.1 How should we find candidates?

Open postings widen the pool and show the public a fair process. Personal networks often find strong candidates faster.

- ☐ Public posting open to anyone
- ☐ Invitations from directors and the President
- ☐ Both

Notes

3.2 Who should screen applicants and bring finalists to the Board?

Under the Bylaws a committee can only recommend; the Board elects (6.1). Committee meetings follow the same open-meeting rules as the Board (6.2), so screening interviews would likely be public either way. Legal counsel will confirm.

- ☐ A committee of two or three directors, formed for each recruitment
- ☐ A standing Governance Committee
- ☐ The full Board, in open session

Notes

3.3 With two Co-Superintendents, who should fill the President's role in recruiting and nominating directors?

The Bylaws define the President as the chief executive officer, one person (5.7). Neither the Bylaws nor the Delegation Policy mentions Co-Superintendents.

- ☐ One Co-Superintendent, named by the Board
- ☐ Both Co-Superintendents
- ☐ Whoever the Board designates each time

Notes

3.4 How involved should the President be?

The President brings knowledge of the organization. The Board also hires and evaluates the President, so some boards limit the President's influence over who joins.

- ☐ Recruits and nominates only
- ☐ Also takes part in interviews
- ☐ Also recommends finalists
- ☐ Other: _____

Notes

Part 4 · Continuity

4.1 Should there be term limits?

The Bylaws set three-year terms with no limit (4.4). Because terms are in the Bylaws, a limit would be added there. Limits bring in new people; they can also push out experienced directors.

- ☐ Two consecutive terms, then a year off
- ☐ Three consecutive terms
- ☐ No term limits

Notes

4.2 Should we keep a pool of qualified candidates between cycles?

A ready pool means a resignation does not leave a seat empty for months.

- ☐ Yes, finalists stay in a pool for twelve months if they agree
- ☐ No, start fresh each time

Notes

Part 5 · When a director leaves

5.1 When a seat opens mid-year, how quickly should we fill it?

The Bylaws say who fills a vacancy (a majority of directors in office) but not when. Filling quickly keeps the Board at strength; waiting lets the seat join the regular annual cycle.

- ☐ As soon as practical, within about 90 days
- ☐ Only if the Board drops below a minimum size or loses key expertise
- ☐ Wait for the annual cycle

Notes

5.2 Should missing meetings lead to losing a seat?

Today the Bylaws let the Board vacate a seat only after a court finding or a felony conviction (4.6(B)). An attendance rule has to be written into the Bylaws to be used. Without one, the Board can still remove a director by a majority of the entire Board (4.5).

- ☐ Amend the Bylaws to add a rule: three consecutive unexcused absences
- ☐ Amend the Bylaws with a different number: ____
- ☐ No attendance rule; rely on removal

Notes

5.3 Before the Board votes to remove a director, what should happen first?

Removal takes a majority of the entire Board at a properly noticed meeting (4.5). It is rare and hard, and a clear process protects the director and the Board.

- ☐ A private conversation with the Chair
- ☐ An offer to resign
- ☐ Advice from legal counsel
- ☐ All of the above

Notes

Part 6 · Bringing new directors on

6.1 Which onboarding supports matter most? Check all that apply.

New directors govern well sooner when they understand charters, our authorizers, our budget, and the Delegation Policy.

- ☐ Formal orientation with the Chair and President
- ☐ A mentor from among current directors
- ☐ Observing live virtual classes
- ☐ Brown Act and ethics training within the first 90 days
- ☐ Other: _____

Notes

Part 7 · In your own words

7.1 Think about how you joined this Board. What worked, and what would you change?

Notes

7.2 What is the one thing this policy must get right?

Notes

Coversheet

CalSTRS Updates (attached)

Section:	IV. Information Items
Item:	E. CalSTRS Updates (attached)
Purpose:	Discuss
Submitted by:	
Related Material:	CalSTRS Charter Changes Board Briefing.pdf

BOARD BRIEFING · November 10, 2026

CalSTRS Changes for Charter Schools

Prepared by Dr. Richie Romero, Co-Superintendent

Bottom line

On July 1, 2027, the rules for which CalOPS positions earn CalSTRS service credit change. Teachers and the superintendent position stay covered automatically. Most other certificated positions, such as directors, principals, coordinators, and counselors, stay covered only if this Board adopts a resolution designating them.

> **The Board will need two things in place before July 1, 2027: a resolution designating the covered non-teaching positions, and a publicly available pay schedule for every position reported to CalSTRS.** Without both, staff hired or promoted after that date can lose CalSTRS eligibility, or their pay may not count toward their pension.

No one loses retirement benefits already earned.

The three laws

Law	Signed	What it does for charter schools
AB 1997 (McKinnor), Chapter 690, Statutes of 2024	Sept. 27, 2024	Rewrites how CalSTRS defines covered positions and pensionable pay. As written, it covered only charter positions that require a teaching credential, which left out charter administrators.
SB 853 (Senate Labor, Public Employment and Retirement Committee), Chapter 239, Statutes of 2025	Oct. 1, 2025	Cleanup bill. It gives the CalSTRS board final authority over who counts as an employer and who is a member, and fixes AB 1997's pay-rate wording for people who hold more than one position.
AB 2519 (McKinnor), Chapter 947, Statutes of 2026	Sept. 30, 2026	Restores coverage for charter administrators and other non-teaching certificated roles, but only for positions the governing board designates by resolution. Sets the start date at July 1, 2027.

CalSTRS sponsored AB 1997. The California Charter Schools Association sponsored AB 2519, which passed with no recorded opposition.

What changes for CalOPS employees

Who is covered starting July 1, 2027. Under Education Code §22156.07, a charter position is CalSTRS-covered if it falls into one of these groups:

- **Teachers:** positions that require a credential, permit, or other document under Education Code §47605(l). No Board action is needed.
- **Superintendents:** "a position as a superintendent of a California public school" is covered by statute. No Board action is needed.
- **Other certificated roles:** positions that perform, direct, coordinate, supervise, or administer a function listed in Education Code §44065. Examples are instruction, counseling, curriculum, library services, and evaluation of the instructional program. The position must also require a credential, license, permit, or certificate, or would require one at a school district. **These are covered only if the Board designates them by resolution.**
- **Bargaining unit positions:** positions in a certificated bargaining unit. This path applies only where a certificated bargaining unit exists.

Current employees. Under §22156.08, staff who already earn CalSTRS credit keep earning it after July 1, 2027, but only while they stay "continuously employed" in the same position. Any move to a new position, with CalOPS or another employer, puts them under the new rules. For example, a coordinator who stays a coordinator keeps her coverage. If she is promoted to director in August 2027 and the Board has not designated the director position, she stops earning service credit, though she keeps what she has already earned. The law does not define "same position," so a new title or a reorganized job could also count as a new position.

The protection covers only people who never move. A Board resolution covers the position itself, so anyone hired or promoted into it is covered. Designating every qualifying position protects current staff whether they stay or advance.

Pay must be on a public schedule. Under §22119.3, pay counts toward a CalSTRS pension only if it is salary set by a "publicly available pay schedule," or special pay set by a "publicly available agreement." It must also be paid to everyone in the same class of employees. Pay that does not meet these rules goes into a separate supplemental account and does not count toward the main pension. This applies to every position reported to CalSTRS. The old law named an employment agreement as an acceptable source for salary. The new law drops that wording, so pay set only in an individual contract is at risk.

Reporting accuracy matters more. Under §22119.3(e), an employer or individual who "knowingly or willfully" misreports compensation may be prosecuted for fraud, theft, or embezzlement.

Board actions and timeline

When	Action	Lead
Now through January 2027	List every non-teaching certificated position and match each to its §44065 function and its credential requirement.	Co-Superintendents, Human Resources
Now through January 2027	Confirm with CalSTRS which CalOPS entity or entities are the reporting employer for the six schools.	Finance, legal counsel

When	Action	Lead
By March 2027	Review salary schedules and individual employment agreements. Move every CalSTRS-reported salary onto a publicly available pay schedule.	Finance, Human Resources
Spring 2027	Adopt the position-designation resolution at a public meeting, effective July 1, 2027. Adopt the revised pay schedules.	**Board**
July 1, 2027	The new rules take effect.	—
Ongoing	Any new or retitled position needs a resolution in effect on, or made retroactive to, the hire date.	Human Resources, Board

Open questions

- **Start date for the pay rules.** AB 2519 fixed the membership rules at July 1, 2027. The pay rules and the current-employee protection begin on a date the CalSTRS board sets and must post by July 1, 2027. Has CalSTRS posted it?
- **Employment contracts.** Can an individual employment agreement still serve as the "publicly available pay schedule" if it is posted publicly, or must the pay appear on a separately adopted schedule? CalSTRS may address this in regulations.
- **Which entity is the employer.** SB 853 gives the CalSTRS board final authority over who counts as the employer. Counsel should confirm whether one resolution covers all six schools or each school needs its own.

Sources

The statute language comes from the chaptered bill texts on the California Legislative Information site.

- AB 1997, Chapter 690, Statutes of 2024 (adds Education Code §§22104.8, 22119.3, 22156.07, 22156.08, 22905)
- SB 853, Chapter 239, Statutes of 2025 (amends §§22104.8, 22131, 22146.5)
- AB 2519, Chapter 947, Statutes of 2026 (amends §22156.07)
- CalSTRS, New 2026 Statutes Impacting CalSTRS
- Young, Minney & Corr, AB 2519 Preserves CalSTRS Membership for Charter School Administrators
- Lozano Smith, AB 1997 Presents Significant Changes to California's Teachers' Retirement Law

Coversheet

Approval of Minutes from the October 13, 2026 CalOPS Board Meeting (attached)

Section: V. Consent Items
Item: A. Approval of Minutes from the October 13, 2026 CalOPS Board Meeting (attached)
Purpose: Vote
Submitted by:
Related Material: 261013 CalOPS Board Minutes DRAFT.pdf

DRAFT

California Online Public Schools

California Online Public Schools

Minutes

California Online Public Schools (CalOPS) Board Meeting

Date and Time
Tuesday October 13, 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
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

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

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

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

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

Directors Absent
None

Directors who arrived after the meeting opened
D. Rivas, Z. Robeson

Directors who left before the meeting adjourned
D. Rivas

Guests Present
A. Larsen (remote), Adrian Romero (remote), B. Jamero, D. Hertzler (remote), E. McGahey (remote), H. Tamayo (remote), J. Brunner (remote), L. Carter (remote), L. Dombek (remote), M. Brockway (remote), M. Duran (remote), M. Lemos (remote), M. White (remote), Maureen Cox, Member of the Public (remote), Member of the Public (remote), R. Dreifus, R. Romero (remote), R. Savage, 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
Jen Brunner - High School Assistant Principal
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 - SoCal Office
Richie Romero - Co-Superintendent
Ryan Dreifus - Assistant Director of Human Resources - SoCal Office
Zana Kidd - Director of Human Resources

Contracted Staff
Matthew Lemos - Charter Impact Director of Client Finance

2 Members of the Public
Adrian Romero - (Prospective) Student Representative
Maureen Cox - OCDE Coordinator of Charter Schools - SoCal Office

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 Oct 13, 2026 at 5:04 PM.
D. Rivas arrived at 5:05 PM.

C. Approval of Agenda

A. Pulsipher made a motion to approve the agenda.
M. Henjum seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

II. Public Comment

A. Public Comment

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

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

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

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

III. Oral Reports

A. Co-Superintendents' Report

R. Savage reported that CalOPS had 8,784 enrolled students statewide, with an additional 167 in pre-enrollment. He noted that new applications continued at approximately 225 per week. R. Savage also provided an update on the recent leadership retreat, where the team discussed CalOPS’s five district priorities and identified goals for the school year.

R. Romero shared updates on the upcoming beginning-of-year festivals, including a new “Meet the Sups” opportunity for families to connect with the Co-Superintendents. He also discussed preparations for the release of the state dashboard and ongoing pre-oversight visits with authorizers to review compliance expectations and recent legislative changes.

B. Principal's Report

M. White reported that elementary enrollment was approximately 2,475 students, with expectations that enrollment would exceed the previous year's peak. Beginning-of-year assessments had been completed, and grade-level teams were using the results to guide instruction, including foundational literacy and math skills, writing, and targeted enrichment for GATE students. He highlighted collaboration between fifth and sixth grade teachers to support the transition to middle school, positive feedback from families regarding special education services, and the work of English language development teachers in supporting English learners.

C. CalOPS Financial Services Report

L. Carter presented the consolidated financial report.

Highlights:

- Enrollment **8,519** (+442 vs. July and budget) | ADA 8,178at 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

Z. Robeson arrived at 5:24 PM.
D. Rivas left at 5:29 PM.
L. Carter reported that the East West Bank accounts had been opened and the transfer process from Chase was underway.

L. Carter provided an update on the Board's request for an auditor review of the Fiscal Policy. The auditor recommended adding language addressing bid requirements for federally funded purchases. L. Carter planned to bring the revised language back to the Board in November.

D. Policy, Compliance, and Legislative Updates

D. Hertzler reported that CalOPS's annual audit was progressing well and discussed recent legislative changes. AB 2519, addressing CalSTRS eligibility for certain charter school administrators, and SB 1083, extending background-check requirements to contractors and subcontractors who interact with students, had both been signed into law.

D. Hertzler also reviewed upcoming compliance requirements related to contractor evaluation and approval policies, instructional work samples, and the $100,000 fiscal approval threshold. He noted that the annual audit submission deadline had moved from

December 15 to January 31. AB 2555 also changed English learner reclassification requirements, allowing more than 80 CalOPS students to be reclassified based on their ELPAC scores.

IV. Information Items

A. Board Retreat Updates

D. Hertzler provided an update on preparations for the November Board Retreat. The draft agenda had been revised based on Board feedback, with additional topics incorporated into the planned sessions. The Board discussed clarifying the Sunday start time for the working breakfast and closed-session discussion with legal counsel. WestEd requested final edits by October 30 so materials could be prepared for the retreat.

B. Purple Star Certification (attached)

D. Hertzler presented CalOPS's 2026–27 military family support plan and the school's intent to apply for the California Purple Star School Designation. He explained that many existing practices already supported military families, and the application process would formalize additional training, protocols, and resources.

The plan included a designated enrollment contact, a family liaison, a dedicated webpage, staff training, and support for students transitioning between schools and grade levels. CalOPS had also joined the Military Child Education Coalition. Z. Robeson asked how families would learn about the designation, and D. Hertzler discussed plans for website, marketing, and social media promotion. J. Stockdale expressed support for the initiative and its benefits for military families.

C. Student Services Updates (attached)

M. Duran reported that CalOPS had approximately 1,850 students with IEPs when the Board materials were prepared, increasing to 1,881 by the meeting date. She reviewed the Student Services staffing structure and leadership changes intended to strengthen supervision, collaboration, and alignment with CalOPS's values.

M. Duran discussed the transition toward bringing paraprofessional positions in-house and developing potential pathways for paraprofessionals to become substitute teachers or pursue special education credentials. She highlighted the alternative pathway to a diploma for eligible students with extensive support needs, noting that 12 students had entered the pathway since the start of the school year and that students would continue to receive special education services through age 22.

M. Duran described the district-wide crisis response and intervention team, which was designed to streamline responses to student crises and provide structured follow-up and re-entry support. J. Stockdale praised the approach to supporting students in a virtual

learning environment, and Z. Robeson suggested exploring apprenticeship opportunities to help address paraprofessional staffing needs.

V. Consent Items

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

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

C. Approval of Staffing Report (attached)

D. Approval of Check Register (attached)

The Board discussed the Check Register and asked about redacted names and a phone stipend listed in the supporting documentation. L. Carter explained that redactions were made to protect personally identifiable information in accordance with legal review recommendations. Z. Robeson requested that additional context be provided when redactions made it difficult to understand the nature of an expenditure. The Board deferred approval of Item D pending further explanation.

L. Carter provided clarity that the description was misleading that the quantity amounted for both a phone stipend and travel expense reimbursement. She assured the board that there would be a better process implemented for confirming the accuracy of register item descriptions.
P. Pulsipher made a motion to approve Consent Item D, Check Register.
A. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Approval of Credit Card Statements (attached)

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

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

H.

Approval of Math Placement Annual Report (attached)

A. Pulsipher made a motion to approve Consent Agenda, Items A-H, excluding Item D, Check Register, pending further explanation.
Z. Robeson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

VI. Action Items

A. Approval of Student Board Member

D. Hertzler and M. Brockway presented the student representative election process and introduced Adrian Romero as the proposed 2026-27 Student Board Member.
Z. Robeson made a motion to approve Adrian Romero as the 26-27 CalOPS Student Board Member with a term ending on June 24, 2027.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

D. Hertzler explained that the former Southern California charter, authorized by Capistrano Unified School District, was being closed following approval of the new countywide charter through the Orange County Department of Education. All students had begun the school year under the new charter. He noted that closure-related work would continue over time, particularly regarding financial matters, and that the resolution designated him as responsible for closure activities.
M. Henjum made a 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.
E. Wickliffe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Approval of Resolution to Establish a District Number (attached)

L. Carter explained that a district number was required to establish the new Southern California charter's account with the Orange County Department of Education.
Z. Robeson made a 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.
P. Pulsipher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

L. Carter explained that the new Southern California charter needed a designated fund through the Orange County Treasury.
E. Wickliffe made a 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.
M. Henjum seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

D. Rivas	Absent
E. Wickliffe	Aye
Z. Robeson	Aye
A. Pulsipher	Aye

Roll Call

J. Stockdale Aye
P. Pulsipher Aye
M. Henjum Aye

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

L. Carter presented a resolution authorizing the Orange County Department of Education to transmit public funds received for the new Southern California charter directly to its bank account and authorizing designated CalOPS administrators to request withdrawals from the county treasury.

A. Pulsipher made a 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.

Z. Robeson seconded the motion.

Preferential Vote

A. Romero - Aye

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

Roll Call

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

F. Approval of Hartford STD/LTD Voluntary Benefits (attached)

Z. Kidd presented the proposed transition of basic and voluntary life, accidental death and dismemberment, short-term and long-term disability, critical illness, accident, and hospital indemnity coverage from MetLife to The Hartford, effective February 1, 2027. The change was intended to improve leave administration and benefits support.

M. Henjum made a motion to 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, and the Hartford Leave Management and Workplace Solutions services agreement at $3.15 per employee per month.

E. Wickliffe seconded the motion.

No Preferential Vote

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

Roll Call

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

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

M. Lemos presented CLA findings from the Empower 401(k) Plan Audit and the fiscal impact. He requested authorization for management to pay the required corrections.

A. Pulsipher asked about the possibility of waiting for the excess match to be recalculated before making the corrective payment. M. Lemos explained that delaying the deposit could increase the investment gains owed to affected employees and that management was consulting with the plan's attorneys regarding the appropriate treatment of recovered funds. J. Stockdale asked for clarification regarding the inclusion of medical opt-out stipends in 401(k) compensation, and Lemos confirmed that the plan had been established to include those stipends in contribution calculations.
E. Wickliffe made a 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.
M. Henjum seconded the motion.
No Preferential Vote
The board **VOTED** to approve the motion.

Roll Call

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

H. Approval of Staff Tech Refresh Purchase (attached)

D. Hertzler presented the proposed staff technology refresh, building on the earlier refresh completed for the Extended Leadership Team. The package included computers and related equipment, with final costs dependent in part on shipping and applicable taxes.
Z. Robeson made a 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.
E. Wickliffe seconded the motion.

Preferential Vote

A. Romero - Aye

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

Roll Call

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

I. Approval of SoftMSP Settlement Agreement Payment (attached)

D. Hertzler reviewed the final payment under the settlement agreement between CalOPS and SoftMSP regarding the RISE platform.

A. Pulsipher asked whether CalOPS had made all previously scheduled payments to SoftMSP and clarified what the final $190,000 payment covered. D. Hertzler confirmed that all other payments had been made and that the $190,000 payment covered the initial two-year support period, effectively prepaying those services. He further clarified that after the initial two-year period, CalOPS would pay a per-student fee for continued access to the platform.

A. Pulsipher made a 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.

E. Wickliffe seconded the motion.

Preferential Vote

A. Romero - Aye

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

Roll Call

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

VII. Closed Session

A. CLOSED SESSION - Brown Act

J. Stockdale noted that there were no updates regarding the case of existing litigation and pulled that item from the closed session agenda.

He requested a motion for the board to move to closed session to discuss one confidential student enrollment/expulsion matter and two public employee performance evaluations.
P. Pulsipher made a motion to move to closed session.
Z. Robeson seconded the motion.
Preferential Vote
A. Romero - Aye
The board **VOTED** to approve the motion.

Roll Call

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

B. Closed Session Report Out

J. Stockdale reported that the board determined to approve the Director of Operations recommendation to enroll the previously expelled student regarding Confidential Student Enrollment/Expulsion Matters:
Case No.: 2627-5. - Unanimous AYE.

No further action was taken in closed session.

VIII. Closing Items

A. Future Business

A. Pulsipher requested CalOPS staff develop a staff technology refresh policy.

B. Adjourn Meeting

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

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:20 PM.

Respectfully Submitted,
J. Stockdale

Coversheet

Approval of Staffing Report (attached)

Section: V. Consent Items
Item: B. Approval of Staffing Report (attached)
Purpose: Vote
Submitted by:
Related Material: 261110 CalOPS Staffing Report.pdf

California Online Public Schools

CalOPS Staffing Report

November 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
30321	High School Physical Education	1/5/2026	12/15/2026
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
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
30720	High School English	10/06/2026	12/18/2026
30630	High School Special Education Teacher	8/27/2026	1/4/2027
30773	Elementary Teacher	10/05/2026	1/5/2027
30440	Elementary Teacher	10/16/2026	4/27/2027

California Online Public Schools

Resignations

Employee ID	Title	Last Day of Work
30261	School Counselor	09/17/2026
31007	Long-Term Substitute	10/13/2026
30130	High School English Teacher	10/22/2026

New Hires

Employee ID	Title	Start Date
31014	Elementary Long-Term Substitute	10/14/2026
31015	Elementary Long-Term Substitute	10/26/2026
31016	Elementary Long-Term Substitute	10/26/2026
31017	Elementary Long-Term Substitute	10/26/2026
31018	Elementary Long-Term Substitute	10/26/2026
31019	Elementary Long-Term Substitute	10/26/2026

Position Change

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

Coversheet

Approval of Check and ACH Register (attached)

Section: V. Consent Items
Item: C. Approval of Check and ACH Register (attached)
Purpose: Vote
Submitted by:
Related Material: CalOPS_Septmber Check Register_11.10.26.pdf

CHARTER
IMPACT
Monthly Check Register (September)

Southern California

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
21178	Charter Impact, LLC	Business Mgmt Svcs - 09/26	09/03/2026	$ 217,443.00
21179	Classwork Co DBA Classkick	Subscription - 07/01/26 - 06/30/27	09/03/2026	28,929.00
21180	CSC	Consulting Svcs	09/03/2026	10,678.00
21181	MIND Education	Subscription - 07/01/26 - 06/30/27	09/03/2026	39,500.00
21182	Mogli Technologies	MogliSMS License Renewal	09/03/2026	7,600.00
21183	Partners in Special Education	SpEd Svcs - 06/26	09/03/2026	1,578.00
21184	Propel Education Group, Inc.	Customer Service PD - 08/17/26 - 08/18/26	09/03/2026	1,500.00
21185	T-Mobile	Communication Svcs - 07/21/26 - 08/20/26	09/03/2026	69,676.27
21186	T-Mobile - 0979	Communication Svcs - 07/21/26 - 08/20/26	09/03/2026	204.15
21187	Turnitin LLC	Turnitin Subscription - 07/29/26 - 07/28/27	09/03/2026	52,096.17
21188	US Bank Equipment Finance	Equipment Lease - 08/08/26 - 09/08/26	09/03/2026	1,887.74
21189	2026 CSDC Conference Registration	2026 CSDC Conference PD	09/11/2026	8,940.00
21190	AVID	AVID membership Fees	09/11/2026	5,460.00
21191	California Charter Schools Association	Membership Dues - 26/27	09/11/2026	379,892.00
21192	CodeHS, Inc	PD License - 07/01/26 - 06/30/27	09/11/2026	15,048.75
21193	Crown Facility Solutions Inc	Janitorial Svcs - 09/26	09/11/2026	1,356.91
21194	Docufree Corporation	Document Storage Svcs - 08/26	09/11/2026	835.00
21195	Edmentum	Curriculum	09/11/2026	13,365.00
21196	Incident IQ, LLC	iiQ IT Pro - 10/09/26 - 10/08/27	09/11/2026	53,646.32
21197	Jessica Kaminski	Curriculum	09/11/2026	9,350.00
21198	Newfront	Consulting Svcs - 09/26	09/11/2026	1,358.00
21199	Zoom Communications Inc	Communication Svcs - 08/26 - 09/26	09/11/2026	900.71
21200	Concur Technologies Inc	Travel and Expense with TripLink - 09/26	09/15/2026	9,494.12
21201	Cox Business	Communication Svcs - 09/26	09/15/2026	1,298.95
21202	Department of Justice	Fingerprinting Svcs - 07/26	09/15/2026	439.00
21203	Document Tracking Services	Translation Svcs - 08/01/26 - 09/01/26	09/15/2026	1,069.43
21204	El Paseo Childrens Center Inc.	SpEd Svcs - 06/26	09/15/2026	90,407.46
21205	Partners in Special Education	SpEd Svcs - 07/26	09/15/2026	1,380.00
21206	Philadelphia Insurance Companies	Insurance Premium - 09/26	09/15/2026	19,501.44
21207	SchoolsPLP, LLC.	Curriculum	09/15/2026	41,440.00
21208	Vivant Strategies Group, Inc.	Reimb. - Travel - 05/19/26 - 05/19/26	09/15/2026	672.96
21209	OC Fair and Event Center	BOY Socal Festival - 10/15/26	09/18/2026	19,461.25
21210	AllStage Pro	Event Supplies	09/22/2026	3,429.00
21211	AT&T	Communication Svcs - 09/07/26 - 10/06/26	09/22/2026	537.21
21212	Blaze Today Inc	Communication Svcs - 04/15/26 - 09/05/26	09/22/2026	20,484.17
21213	CliftonLarsonAllen LLP	Audit Svcs - 06/26	09/22/2026	3,418.80
21214	Corodata Records Management Inc.	Storage Rental - 08/26	09/22/2026	621.92
21215	Department of Justice	Fingerprinting Svcs - 08/26	09/22/2026	849.00
21216	Discovery Education Inc	Pivot Interactive License	09/22/2026	30,000.00
21217	Eric Armin Inc	Curriculum	09/22/2026	44,105.78
21218	Law Offices of Young, Minney & Corr LLP	Legal Svcs SpEd	09/22/2026	2,513.50
21219	Literacy Resources, LLC dba Heggerty	myHeggerty Renewal - 07/01/26 - 06/30/27	09/22/2026	1,424.00
21220	Mind InFormation Inc	Lexercise for Schools - 08/14/26 - 08/14/27	09/22/2026	12,000.00
21221	Party Pals	BOY SoCal Festival - 10/15/26	09/22/2026	10,900.00
21222	SMWD	Utility Svcs - 08/04/26 - 09/08/26	09/22/2026	261.79
21223	The Hartford	Workers Compensation - 07/01/26- 07/01/27	09/22/2026	25,685.99
21224	Top Hat Balloon Werks LLC	Balloon Decorations	09/22/2026	2,703.21
21225	Womble Bond Dickinson (US) LLP	Legal Svcs - 08/26	09/22/2026	555.00
21226	[redacted]	Reimb. - Mileage - 08/26 ""	09/22/2026	65.21
21227	Eric Armin Inc	Curriculum	09/29/2026	137.36
21228	Everway LLC	Unique Learning System - 09/14/26 - 07/31/27	09/29/2026	3,989.10
21229	Every Special Child LLC	SpEd Svcs - 08/26	09/29/2026	2,585.00
21230	Herman Au Photography	Photo Booth Services - 10/15/26	09/29/2026	2,610.00
21231	IXL Learning Inc	IXL Site License (1)	09/29/2026	240,432.50
21232	Law Offices of Young, Minney & Corr LLP	Legal Svcs	09/29/2026	47,394.10
21233	TeachTown	enCORE K-12 - 07/01/26 - 06/30/27	09/29/2026	105,485.00
21234	Triton Air & Plumbing	HVAC Repairs - 09/03/26	09/29/2026	365.00
21235	US Bank Equipment Finance	Equipment Lease - 09/08/26 - 10/08/26	09/29/2026	1,050.53
21236	VitalSource Technologies LLC	Curriculum	09/29/2026	16,172.31
80010	[redacted]	[redacted] Wait-Time Penalty 090226	09/02/2026	1,624.00
ACH	Oxford Consulting Services Inc.	SpEd Svcs - 04/26	09/03/2026	2,580.00
ACH	Effectual Educational Consulting Services	SpEd Svcs - 05/26	09/03/2026	36,290.68
ACH	Community Therapy Services	SpEd Svcs - 06/26	09/03/2026	19,039.00
ACH	[redacted]	Board member Cellphone Stipend - 09/26	09/03/2026	40.00
ACH	Nasco Education, LLC / School Specialty, LLC	Curriculum	09/03/2026	290,607.19
ACH	School Pathways LLC	Buzz Connect - 08/01/26 - 10/01/26	09/03/2026	267.28
ACH	GHA Technologies Inc	Microsoft 365 - 07/07/26 - 07/29/26, Microsoft 365 - 07/30/26 -	09/03/2026	9,187.71
ACH	PHMG	Marketing Svcs - 08/15/26 - 09/14/26	09/03/2026	1,502.18
ACH	School Services of California Inc.	Consulting Svcs - 07/26	09/11/2026	335.00

Southern California

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
ACH	Oxford Consulting Services Inc.	SpEd Svcs - 07/26	09/11/2026	4,331.09
ACH	School Pathways LLC	REST API Overage Queries - 07/26	09/11/2026	806.09
ACH	Law Offices of Michelle Won, PC	Legal Svcs - 08/26	09/11/2026	1,022.00
ACH	Documo Inc.	Office Supplies	09/11/2026	5.76
ACH	Community Therapy Services	SpEd Svcs - 07/26	09/11/2026	1,001.00
ACH	Gympass US LLC	Gym Subscription Benefit - 08/28/26 - 09/27/26	09/11/2026	6,196.76
ACH	Instructure, Inc.	K12 District Annual Subscription - 09/30/26 - 09/29/27	09/11/2026	14,779.00
ACH	Netrix LLC	IT Svcs - 09/26	09/11/2026	3,080.00
ACH	Florida Virtual School	Curriculum	09/11/2026	3,399.00
ACH	Carrot Fertility Inc	Employee Benefit - 09/26	09/11/2026	3,790.80
ACH	Brandastic, Inc.	Marketing Svcs	09/11/2026	21,000.00
ACH	Marshall Cavendish Corporation	Textbooks (226)	09/11/2026	5,087.53
ACH	Branche Jones	Consulting Svcs - 08/26	09/11/2026	4,000.00
ACH	Orange County Dept of Education	STRS Treasury Funding	09/11/2026	350,000.00
ACH	Cornerstone Educational Solutions	SpEd Svcs - 12/25	09/15/2026	540.00
ACH	MetLife	MetLife Benefits - 08/26	09/15/2026	73,417.31
ACH	Specialized Therapy Services Inc	SpEd Svcs - 07/26	09/15/2026	2,274.80
ACH	Marshall Cavendish Corporation	Textbooks (2)	09/15/2026	1,219.08
ACH	MetLife	MetLife Benefits - 09/26	09/21/2026	103,209.80
ACH	InterPres Corporation	Rent - 10/26	09/22/2026	33,173.55
ACH	TTC4SUCCESS	SpEd Svcs - 07/26 - 08/26	09/22/2026	25,238.70
ACH	SOFTMSP LLC	IT Svcs - FY 26/27	09/22/2026	227,686.00
ACH	Milestones Therapy Group, A Prof. SLP Corporation	SpEd Svcs - 07/26 - 08/26	09/22/2026	20,016.44
ACH	PHMG	Marketing Svcs - 09/15/26 - 10/14/26	09/22/2026	1,462.70
ACH	Total Transportation Logistics Inc	Storage Svcs - 07/26	09/29/2026	21,442.82
ACH	Oxford Consulting Services Inc.	SpEd Svcs - 08/26	09/29/2026	18,150.00
ACH	Cornerstone Educational Solutions	SpEd Svcs - 08/26	09/29/2026	6,086.96
ACH	Community Therapy Services	SpEd Svcs - 08/26	09/29/2026	286.00
ACH	UMass Global	Enrichment Svcs - 08/26 - 10/26	09/29/2026	6,024.00
VOID	[redacted]	ISP Reimbursement - 12/1 - 2/28	09/24/2026	VOID
			Total Disbursements	**3,006,385.34**

Central Valley

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
40219	Effectual Educational Consulting Services	SpEd Svcs - 05/26	09/03/2026	$ 2,290.44
40220	Alpaugh Unified School District	District Oversight Fees - 25/26	09/11/2026	17,842.00
40221	Community Therapy Services	SpEd Svcs - 07/26	09/11/2026	286.00
40222	Oxford Consulting Services Inc.	SpEd Svcs - 07/26	09/11/2026	411.29
40223	El Paseo Childrens Center Inc.	SpEd Svcs - 06/26	09/15/2026	23,399.83
40224	Crystal Dawn Photography	School Photoshoot	09/22/2026	350.00
40225	Kadiant LLC	SpEd Svcs - 06/26	09/22/2026	1,011.31
40226	Partners in Special Education	SpEd Svcs - 07/26	09/22/2026	150.00
40227	Community Therapy Services	SpEd Svcs - 08/26	09/29/2026	71.50
			Total Disbursements	**$ 45,812.37**

Northern California

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
60666	GreenWorks Commerical Janitorial Services	Janitorial Svcs - 09/26	09/03/2026	$ 533.00
60667	Effectual Educational Consulting Services	SpEd Svcs - 06/26	09/03/2026	7,588.75
60668	Partners in Special Education	SpEd Svcs - 06/26	09/03/2026	901.50
60669	Community Therapy Services	SpEd Svcs - 07/26	09/11/2026	858.00
60670	Oxford Consulting Services Inc.	SpEd Svcs - 07/26	09/11/2026	1,215.50
60671	PG&E	Utility Svcs - 07/25/26 - 08/25/26	09/11/2026	16.68
60672	Pitney Bowes Global Financial Services LLC-2106	Postage Refill - 06/30/26 - 09/29/26	09/11/2026	289.83
60673	Specialized Therapy Services Inc	SpEd Svcs - 07/26	09/11/2026	451.71
60674	Charter Communications	Communication Svcs - 09/26	09/15/2026	216.31
60675	Corodata Shredding Inc	Shredding Svcs - 08/26	09/15/2026	58.51
60676	El Paseo Childrens Center Inc.	SpEd Svcs - 06/26	09/15/2026	40,453.63
60677	Alameda County Fairgrounds	BOY NorCal Festival Venue - 10/14/26	09/18/2026	15,455.50
60678	Denon & Doyle Entertainment	BOY NorCal Festival Photo Booth - 10/14/26	09/18/2026	1,595.00
60679	Access Electric	Electric Repairs - 08/24/26	09/22/2026	316.00
60680	Alvin Medina	Portraits Fall Festival	09/22/2026	400.00
60681	AT&T - 6652	Communication Svcs - 09/07/26 - 10/06/26	09/22/2026	1,084.28
60682	City of Antioch Recreation Department	PFT Site Reservation - 03/09/27	09/22/2026	940.00
60683	Corodata Shredding Inc.	Shredding Svcs - 08/26	09/22/2026	58.51
60684	Law Offices of Young, Minney & Corr LLP	Legal Svcs SpEd	09/22/2026	3,995.00
60685	Partners in Special Education	SpEd Svcs - 07/26	09/22/2026	150.00
60686	Primo Brands / Blue Triton Brands Inc.	Office Supplies	09/22/2026	50.96
60687	The Balloon Man	Balloon Decorations	09/22/2026	1,091.48
60688	The Fun and Game Experts	Jumpers - 10/14/26	09/22/2026	12,380.00
60689	Access Language	SpEd Svcs - 08/26	09/29/2026	900.00
60690	Community Therapy Services	SpEd Svcs - 08/26	09/29/2026	143.00
60691	Purchase Power-6016	Postage Meter & Shipping - 08/26	09/29/2026	3,284.72
60692	Sports City Arena Sports Centers - Santa Rosa	Facilities Rental - 09/11/26	09/29/2026	460.00
ACH	Chase Bank - 7975	ACCOUNT ANALYSIS SETTLEMENT CHARGE	09/15/2026	146.41
			Total Disbursements	**$ 95,034.28**

North Bay

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
30148	Community Therapy Services	SpEd Svcs - 07/26	09/11/2026	$ 214.50
30149	El Paseo Childrens Center Inc.	SpEd Svcs - 06/26	09/15/2026	3,721.80
30150	Community Therapy Services	SpEd Svcs - 08/26	09/29/2026	71.50
30151	Effectual Educational Consulting Services	SpEd Svcs - 06/26	09/29/2026	1,793.00
			Total Disbursements	**$ 5,800.80**

Monterey Bay

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20184	Effectual Educational Consulting Services	SpEd Svcs - 06/26	09/03/2026	$ 3,932.00
20185	Scotts Valley Unified School District	District Oversight Fees - 25/26	09/03/2026	78,205.24
20186	Community Therapy Services	SpEd Svcs - 07/26	09/11/2026	572.00
20187	Specialized Therapy Services Inc	SpEd Svcs - 06/26	09/14/2026	133.48
20188	El Paseo Childrens Center Inc.	SpEd Svcs - 06/26	09/15/2026	10,834.25
20189	Community Therapy Services	SpEd Svcs - 08/26	09/29/2026	71.50
VOID	Specialized Therapy Services Inc	SpEd Svcs - 06/26	09/14/2026	VOID
			Total Disbursements	**$ 93,748.47**

Central Coast

Check Register

For the period ended September 30, 2026

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
70116	Community Therapy Services	SpEd Svcs - 06/26	09/03/2026	$ 672.00
70117	Effectual Educational Consulting Services	SpEd Svcs - 06/26	09/03/2026	840.00
70118	Oxford Consulting Services Inc.	SpEd Svcs - 07/26	09/11/2026	135.66
70119	El Paseo Childrens Center Inc.	SpEd Svcs - 06/26	09/15/2026	4,779.30
			Total Disbursements	**$ 6,426.96**

Coversheet

Approval of Credit Card Statements (attached)

Section:	V. Consent Items
Item:	D. Approval of Credit Card Statements (attached)
Purpose:	Vote
Submitted by:	
Related Material:	November 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
DEBORAH LARSON
33272 VALLE RD
SAN JUAN CAPISTRANO CA 92675-4842

** 0000000

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALOPS

ACCOUNT NUMBER: [redacted]

CLOSING DATE	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]
ACCOUNTING CODE:

TOTAL COMMERCIAL ACTIVITY $239,489.08CR

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

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	2469216619840400974793O	DISPUTE CREDIT CHICAGO IL	289.70 CR
09-18	09-18	24692166200405956158662	DISPUTE CREDIT CHICAGO IL	462.04 CR
			Total Travel Activity	$563.34 CR

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	2433322624387927402249З	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	2479338626600092622629	FACEBK *5P9A26E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-25	09-24	2406466626810000289797 9	YOURBOOKSTOP WWW.YOURBOOKS WY P.O.S.: ch3bt0jat21035k SALES TAX: 0.00	99.99
09-25	09-24	2406466626810000357049 2	YOURBOOKSTOP WWW.YOURBOOKS WY P.O.S.: ch330jat218a SALES TAX: 0.00	99.99
09-25	09-24	2475542626726726711246 31	CALIFORNIA STATE UNIVERSI 562-9514596 CA P.O.S.: 121839579488 SALES TAX: 0.00	1,076.25
09-25	09-25	2479338626700012879507 9	FACEBK *MYN3D5A464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-28	09-27	2469216627040347981252 2	HP *INSTANT INK 855-785-2777 CA P.O.S.: T_C2OMMBRS260927164447 SALES TAX: 0.00	2.20
09-28	09-26	2479338626900040885209 3	FACEBK *2PCBC6J464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-28	09-27	2479338627000072664721 4	FACEBK *44A3Y5S464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-29	09-28	2475542627215272400629 5	SMART LEVELS MEDIA 949-5400500 CA P.O.S.: OR444987 SALES TAX: 0.00	524.74
09-29	09-28	2479338627100271876808 0	FACEBK *BZZSN6E464 650-5434800 CA P.O.S.: 479338002215455 SALES TAX: 0.00	900.00
09-30	09-29	2475542627227272352562 2	PARADISE DRINKING WATERS 999-9999999 CA P.O.S.: CCP26092904550219 SALES TAX: 0.00	69.10
09-30	09-29	2479338627200072990406 5	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	2444500624550061254392 0	PY *STOR IT CLOVIS 559-324-9675 CA P.O.S.: 77c2be4c-c992-4 SALES TAX: 9.28	116.00
09-07	09-03	2401133624790001974126 2	RENAISSANCE NEWPORT BEACH 949-4762001 CA P.O.S.: 20260903093229030 SALES TAX: 0.00	2,971.29
09-14	09-12	2469216625540908998815 5	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	47.04
09-18	09-17	2400958626160021085646 4	BOOMERS VISALIA 559-635-7275 CA P.O.S.: 789673250856626380488 8 SALES TAX: 0.00	4,497.50
09-21	09-19	2469216626240579328467 6	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	53.90
09-21	09-19	2479338626100596652322 4	HOTELCOM73547504826846 877-7877186 WA P.O.S.: HOTELCOM73547504826846 SALES TAX: 0.00	120.30
09-21	09-19	2479338626200107434122 8	HOTELCOM73547540176001 877-7877186 WA P.O.S.: HOTELCOM73547540176001 SALES TAX: 0.00	196.20
09-21	09-19	2479338626200107673622 7	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	2479338626200107872622 6	HOTELCOM73547538512628 877-7877186 WA P.O.S.: HOTELCOM73547538512628 SALES TAX: 0.00	231.61
09-21	09-19	2479338626200126460522 6	HOTELCOM73547552520444 877-7877186 WA P.O.S.: HOTELCOM73547552520444 SALES TAX: 0.00	268.89
09-21	09-19	2479338626200126707522 9	HOTELCOM73547556911030 877-7877186 WA P.O.S.: HOTELCOM73547556911030 SALES TAX: 0.00	196.20
09-25	09-25	2479338626800095661322 9	HOTELCOM73551817071420 877-7877186 WA P.O.S.: HOTELCOM73551817071420 SALES TAX: 0.00	205.41
09-25	09-25	2479338626800096079022 9	HOTELCOM73551815225827 877-7877186 WA P.O.S.: HOTELCOM73551815225827 SALES TAX: 0.00	210.15
09-25	09-23	2494300626751114402776 1	GRAND HYATT SAN DIEGO 6192321234 CA 19421291906192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	2494300626751114402797 7	GRAND HYATT SAN DIEGO 6192321234 CA 19401301676192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	2494300626751114402868 6	GRAND HYATT SAN DIEGO 6192321234 CA 19421313236192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	2494300626751114403074 0	GRAND HYATT SAN DIEGO 6192321234 CA 19451313056192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	2494300626751114403271 2	GRAND HYATT SAN DIEGO 6192321234 CA 19451340546192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	2494300626751114403302 5	GRAND HYATT SAN DIEGO 6192321234 CA 19411377826192321234 ARRIVAL: 09-20-26	1,040.01
09-25	09-23	2494300626751114403440 3	GRAND HYATT SAN DIEGO 6192321234 CA 19411493616192321234 ARRIVAL: 09-20-26	1,040.01
09-28	09-25	2469216626940227838616 0	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	2469216626940247792445 6	UPS*BILLING CENTER 800-811-1648 GA P.O.S.: 00000000000000000 SALES TAX: 0.00	72.36
09-29	09-28	2479338627100508527622 3	HOTELCOM73554400435468 877-7877186 WA P.O.S.: HOTELCOM73554400435468 SALES TAX: 0.00	205.41
09-29	09-28	2479338627100508530122 9	HOTELCOM73554405056866 877-7877186 WA P.O.S.: HOTELCOM73554405056866 SALES TAX: 0.00	205.41
09-29	09-28	2479338627100508654322 5	HOTELCOM73554396699014 877-7877186 WA P.O.S.: HOTELCOM73554396699014 SALES TAX: 0.00	205.41
09-29	09-28	2479338627100508994322 4	HOTELCOM73554399227063 877-7877186 WA P.O.S.: HOTELCOM73554399227063 SALES TAX: 0.00	205.41
09-29	09-28	2479338627100509017122 9	HOTELCOM73554393275252 877-7877186 WA P.O.S.: HOTELCOM73554393275252 SALES TAX: 0.00	210.15
09-29	09-28	2479338627100509157822 4	HOTELCOM73554402379441 877-7877186 WA P.O.S.: HOTELCOM73554402379441 SALES TAX: 0.00	210.15
09-29	09-28	2479338627100509175222 5	HOTELCOM73554403677888 877-7877186 WA P.O.S.: HOTELCOM73554403677888 SALES TAX: 0.00	205.41
09-29	09-28	2479338627100519812922 8	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	247933862710051986262 23	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	2400077624910002305 5308	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UCg7MCfE6kTeyiRCMDqE9D SALES TAX: 0.00	251.26
09-10	09-09	2400077625210003830 0776	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UDpUvCfE6kTeyiRe57WnYp SALES TAX: 0.00	258.91
09-14	09-13	2400077625610000536 0650	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UF0xPCfE6kTeyiRB3t1MgF SALES TAX: 0.00	252.36
09-16	09-16	2400077625910001551 8104	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UGCpVCfE6kTeyiRNBZSU04 SALES TAX: 0.00	251.43
09-21	09-19	2400077626210003083 9407	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UHQQTCfE6kTeyiR9FzNypZ SALES TAX: 0.00	258.53
09-23	09-22	2400077626610000528 8180	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UIcwgCfE6kTeyiRxCxS2pP SALES TAX: 0.00	251.43
09-25	09-24	2443099626790735300 5799	APPLE.COM/BILL 800-275-2273 CA P.O.S.: 76200496 SALES TAX: 0.00	2,499.80
09-28	09-26	2400077626910001014 7063	X CORP ADVERTISING ABOUT.X.COM TX P.O.S.: in1UJksVCfE6kTeyiRrfmaNxM SALES TAX: 0.00	207.83

Continued on next page

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 (attached)

Section: V. Consent Items
Item: E. Ratification of Special Education Service Contracts (attached)
Purpose: Vote
Submitted by:
Related Material:
261110 SPED Contracts.pdf
ACES 2026-27 SPED Master Contract CalOPS Addendum - FULLY EXECUTED 2026-10-20.pdf
Language Line 2026-27 Master Services Agreement Amendment - FULLY EXECUTED 2026-10-07.pdf
Bromberg 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-10-07.pdf
Sound Speech 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-10-23.pdf
Santa Rosa 2026-27 SPED Master Contract CalOPS Addendum - FULLY EXECUTED 2026-11-03.pdf
Speech and Grow 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-10-29.pdf
Optimum 2026-27 SPED Service Agreement CalOPS - FULLY EXECUTED 2026-10-27.pdf
Point Quest 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-10-16.pdf
Santa Rosa 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-10-27.pdf
Valley High-Hawthorne 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-11-02.pdf
DV 2026-27 SPED Master Contract CalOPS - FULLY EXECUTED 2026-10-15.pdf

California Online Public Schools

SPED Contracts

November CalOPS Board Meeting

CONTRACT RENEWALS	
2026-27 SERVICE PROVIDERS/CONTRACTS	**FULLY EXECUTED DATE**
Bromberg & Associates, LLC	10/7/2026
Sound Speech and Hearing Clinic (Bay Area Sound Speech and Hearing Clinic, PC)	10/23/2026

NEW CONTRACTS	
2026-27 SERVICE PROVIDERS/CONTRACTS	**FULLY EXECUTED DATE**
DV Therapy Inc	10/15/2026
Point Quest Group, Inc. (EdLogical Group Corp.)	10/16/2026
Optimum Audiology, P.C.	10/27/2026
Santa Rosa Speech Therapy PC (Santa Rosa Speech and Language Services)	10/27/2026
Speech and Grow Language Therapist, Inc.	10/29/2026
Valley High School and Learning Center, Inc. dba Hawthorne Academy (NPS)	11/2/2026

NEW ADDENDA		
2026-27 SERVICE PROVIDERS/CONTRACTS	**ADDENDUM NOTES**	**FULLY EXECUTED DATE**
Language Line (Non-NPA)	Extended until 6/30/2027	10/7/2026

California Online Public Schools

ACES Clinics, Inc.	Psychoeducational Assessment IEE	10/20/2026
Santa Rosa Speech Therapy PC (Santa Rosa Speech and Language Services)	Speech Assessment	11/3/2026

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 **October 19, 2026**.

ACES Clinics, Inc. will bill a flat fee of $8,000.00 for a Psychoeducational Assessment IEE.

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 4E1AF270050A45F...
Printed Name: Jenny Elomaa
Title: Coordinator
NPA/S: ACES Clinics, Inc
Dated: 10/20/2026

Signature: Signed by: Mackenzie Duran 5CF7080748C6400...
Printed Name: Mackenzie Duran
Title: Director of Student Services
LEA: California Online Public Schools
Dated: 10/19/2026

Amendment to Master Services Agreement

Client Name ("Customer"): **California Online Public Schools - OPI**	Client #: **702354**
Original Master Service Agreement ("Agreement") Dated: **August 5, 2024**	

This Amendment is made to that Agreement previously executed by and between Customer and Language Line Services, Inc. ("LanguageLine®") (together, the "Parties" and each a "Party"). For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby amend the Agreement as follows, which shall be effective upon signing by both parties:

- **Term.** The Term of the Agreement shall be extended to June 30, 2027.
- **Full Force and Effect**. Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The person signing this Amendment on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Amendment on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Amendment by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date: 10/06/2026	Date: 10/07/2026
Signature: Signed by: Mackenzie Duran 5CF7080748C6400...	Signature: Signed by: Bonaventura A. Cavaliere FC0F66076C4543A...
Name: Mackenzie Duran	Name: Bonaventura A. Cavaliere
Title: Director of Student Services	Title: CFO

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the October 2, 2026 by and between, **Bromberg & Associates, 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 **Interpreting and CART services** services rendered by qualified, competent **interpreters ("Contractors")**
   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 **Interpreting and CART services** 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 **Contractors** at a rate of *$115 per hour for Remote ASL Interpreting, $130 per hour for CART Services, and $165 per hour for Onsite ASL Interpreting with a two-hour minimum (or the duration of the requested time if over 2 hours).*
   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 JB

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 JB

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 JB

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 JB

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. Payment terms: Please add the following clause to Invoicing as per prior agreements: Any invoice outstanding and unpaid for more than 45 business days shall be considered delinquent, and interest shall accrue on all balances outstanding for more than 25 days at the lower of (i) 1.5% per month (18% per annum) or (ii) the highest rate allowed by law. [In addition to interest accruing on outstanding balances, the Agency shall also invoice a late payment handling charge of $25.00 to be billed with each reminder statement mailed to the Board in monthly intervals.] The Board agrees to bear all costs, expenses, late fees and reasonable attorney's fees in any action brought to recover payment under this Agreement.

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. TB Test requirement will be waived specifically for interpreters and closed captioners who will not provide services in person (only virtually).

Initial JB

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 JB

II) 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 $2,000,000 in the aggregate and provide the Board with proof of insurance 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.

Initial JB

Additional Terms

Cancellation Policy: Less than 24 business hours notice will be billable at 100% of total cost (2-hour minimum or the actual requested time)

Travel: $82.50 per hour travel fee (prorated for actual travel time)

Mileage billed at the IRS reimbursement rate of $0.70 per mile

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: 10/05/2026

Signature: Signed by: Mackenzie Duran 5CF7080748C6400...

VENDOR
By: Bromberg & Associates, L.L.C.
Name: Jinny Bromberg
Title: President
Date: 10/07/2026

Signature: Signed by: Jinny Bromberg 1AAA583AA1C54D6...

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 19th of October, 2026 by and **Bay Area Sound Speech and Hearing Clinic, PC**, 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 Central Auditory Processing Evaluations (CAPD) services rendered by qualified, **Audiologist**.
   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 **10/19/26**, 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 **CAPD Assessment** 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 **Audiologist** at ***a flat fee of $1,050.00 for the CAPD assessment, $250.00 per hour for IEP meeting attendance, and $100.00 per provider for required TB testing fees.***
   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** Initial MB

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 MB

Initial_____

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 MB

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 MB

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 MB

   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 MB

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 MB

Additional Terms

No Show/Late Cancellation Policy: Require at least 48 hours' notice for any appointment cancellations or rescheduling requests. Evaluations are exempt from cancellation and no-show fees.

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: 10/23/2026

Signature Signed by: Mackenzie Duran 5CF7080748C6400...

VENDOR
By: Sound Speech and Hearing Clinic
Name: Melissa Beer
Title: Audiologist, Co-Owner
Date: 10/23/2026

Signature Signed by: Melissa Beer 88788E8A0ACA494...

Sound Speech and Hearing Rate Sheet for Contracted Services 2026
Hearing Test & CAPD Evaluation

Thank you for choosing Sound Speech and Hearing Clinic!

Sound provides Comprehensive Audiologic and Central Auditory Processing Evaluations for school districts and other entities at a rate of $1050.

This fee ($1050) covers:

- Administrative tasks (including obtaining Certificate of Insurance, if needed)
- Clinician records review
- Diagnostic audiologic evaluation (pure tone audiometry, word recognition scores, tympanometry, and otoacoustic emissions)
- 8 subtests of central auditory function that assess auditory figure-ground, auditory discrimination, binaural processing, and temporal processing skills
- Report writing
- 30-minute follow-up call with school team

Additional fees will be charged for the following:

- LiveScan fingerprinting ($200 for time, plus cost of LiveScan)
- TB testing ($100)
- IEP attendance ($250 for **1 hour**, only available remotely, not in-person)

Additional information you may need about our providers and clinic:

Melissa Beer, AuD, California License 2677

Bay Area Sound Speech and Hearing Clinic, PC
251 Rhode Island #101, San Francisco, CA 94103
FEIN: 471553178
Group NPI: 1306241112
Phone: 415-580-7604
www.soundshc.com
info@soundshc.com

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 **Santa Rosa Speech Therapy PC.**

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 **November 2, 2026**.

Santa Rosa Speech Therapy PC. will bill Speech assessments at a flat rate of $500.00 per assessment.

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: Jennifer Alwood AA3C6157176E485...
Printed Name: Jennifer Alwood
Title: Owner
NPA/S: 9903627
Dated: 11/03/2026

Signature: Signed by: Mackenzie Duran 5CF7080748C6400...
Printed Name: Mackenzie Duran
Title: Director of Student Services
LEA: California Online Public Schools
Dated: 11/02/2026

Santa Rosa Speech and Language Services

85 Brookwood Ave, Suite 10
Santa Rosa, California 95404
Phone: (707) 542-1010
Fax: (707) 542-3232
info@santarosaspeechtherapy.com

Fees:

Effective: November 1, 2026

1:1 ratio speech therapy = $170.00 per session

Feeding treatment = $200.00 per hour

Group therapy 1:3 ratio = $90.00 per child

Speech and Feeding Assessments: $500.00

IEP meeting attendance = $170.00 per hour

Mileage Reimbursement = 72.5 cents per mile

Charge of $170.00 for late cancellation (less than 24 hours' notice or no-show.

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 28th of October, 2026 by and Speech and Grow Language Therapist, Inc. , 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 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 **10/28/26**, 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 **Speech Pathologist** at a rate of **$160/per hour for direct service and $180/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 SM

Initial_____

California Online Public Schools

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

Initial SM

Initial _____

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 SM

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 SM

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 SM

   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 SM

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 SM

Additional Terms

No Show/Late Cancellations 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: 10/29/2026

Signature Signed by: Mackenzie Duran 5CF70887483C6408...

VENDOR
By: Speech and Grow Language Therapist, Inc
Name: Sarai Moreno
Title: CEO
Date: 10/29/2026

Signature Signed by: Sarai Moreno 7DA7DB2C053A44C...

California Online Public Schools

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 21st of October, 2026 by and **OPTIMUM AUDIOLOGY, P.C.,** 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 **CAPD Evaluation** services rendered by qualified, **Audiologist**.
    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 **10/21/26**, 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 **CAPD Evaluation** 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 **Audiologist** ***at a flat rate of $900.00 for the assessment, $250.00/hour for IEP meeting attendance, and $150.00/hr fee for parent consultation.***
    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 Initial

California Online Public Schools

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

Initial

Initial_____

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

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.

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

   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 Initial

Additional Terms

No Show/Late Cancellation Policy: Appointments need to be cancelled 24 hours in advance. No show fee of $75 will be charged if less than 24 hours or the patient is a no show. We allow a buffer of 15 minutes for a patient to be late. After 15 minutes the appointment may need to be rescheduled.

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: 10/27/2026

Signature: Signed by: Mackenzie Duran 5CF7080748C6400...

VENDOR
By: Optimum Audiology
Name: Chris Crumley
Title: COO
Date: 10/26/2026

Signature: Signed by: Chris Crumley CE5030594B17410...

Optimum Audiology
Hearing Matters

Central Auditory Processing Evaluation Services and Pricing

Central Auditory Processing Disorder (C)APD evaluations require comprehensive, specialized testing that may vary depending on the individual's age and cognitive profile. Our clinic provides a thorough multidisciplinary approach to diagnosing and managing Central Auditory Processing Disorder. Below is a list of standard services included in our (C)APD evaluation and follow-up care:

- Audiologic Evaluation: A diagnostic hearing test to rule out peripheral hearing loss before the (C)APD testing begins.
- Comprehensive (C)APD Test Battery: We use advanced research-based behavioral tests to measure how efficiently the central nervous system processes auditory information. This comprehensive battery evaluates what the brain does with that information across five key areas: binaural integration, binaural separation, monaural low-redundancy speech processing, temporal processing, and binaural interaction. We utilize multiple test batteries to ensure both reliability and validity in assessing and diagnosing (C)APD.
- Detailed Clinical Report: A comprehensive breakdown of test results, specific diagnostic findings, and personalized recommendations for school, home, or workplace modifications, as well as referrals for auditory training if indicated..
- Post-Evaluation Consultation: A dedicated virtual appointment for the parent/guardians with our audiologist to review the results, answer questions, and discuss next steps. The audiologist will also attend the IEP meeting as a member of the team and resource to the student.
- Auditory Training: A structured, rehabilitative program of listening exercises designed to harness neuroplasticity in order to improve how the central nervous system processes, discriminates, and interprets sound. This service is provided by a licensed Audiologist and/or SLP.

Services	**Pricing**
Audiologic Evaluation	$150
Comprehensive (C)APD Evaluation	$900
Parent Consultation	$150/hr
IEP Consultation	$250/hr
Auditory Training	TBD
No Show fee**	$75

**Please note that the pricing and services outlined below are subject to change based on specific patient needs, clinical findings, and coverage.*

***No Show/Late Policy: Appointments need to be cancelled 24 hours in advance. No show fee of $75 will be charged if less than 24 hours or the patient is a no show. We allow a buffer of 15 minutes for a patient to be late. After 15 minutes the appointment may need to be rescheduled.*

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:

EdLogical Group Corp. dba Point Quest Group

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **October 2, 2026**, between **California Online Public Schools which includes California Online Public Schools Central Coast, California Online Public Schools Central Valley, California Online Public Schools Monterey Bay, California Online Public Schools North Bay, California Online Public Schools Northern California, and California Online Public Schools Southern California**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado** SELPA and

EdLogical Group Corp. dba Point Quest Group

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING AND TRAINING

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

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

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

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

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

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

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

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

43. MONITORING

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

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes

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

47. STAFF ABSENCE

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

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

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **October 2, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
EdLogical Group Corp. **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Sara Cervantes 93C17A1A22344AE... 10/16/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 10/16/2026 **Signature** **Date**
Sara Cervantes, VP of Education **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:**
Shee Thao, Director of Contracts and Credentialing **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
EdLogical Group Corp. **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
9355 E Stockton Blvd **Address**	33272 Valle Road **Address**
Elk Grove CA, 95624 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
(916)422-0571 ext. 401 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
sthao@pointquestgroup.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: EdLogical Group Corp. dba Point Quest Group
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)	$134.00 $83.00 (SLPA)	Hour
Adapted Physical Education (425)	$107.00	Hour
Health and Nursing: Specialized Physical Health Care (435)	$110.00	Hour
Health and Nursing: Other Services (436)	$110.00	Hour
Assistive Technology Services (445)	$150.00	Hour
Occupational Therapy (450)	$134.00 $83.00 (COTA)	Hour
Physical Therapy (460)	$135.00 $83.00 (PTA)	Hour
Individual Counseling (510)	$97.00	Hour
Counseling and Guidance (515)	$97.00	Hour
Parent Counseling (520)	$97.00	Hour
Social Work Services (525)	$122.00	Hour
Psychological Services (530)		
Behavior Intervention Services (535)	$124.00 $50.00 (BII)	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	$124.00	Hour

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Interpreter Services (715)	$150.00	Hour
Audiological Services (720)	$168.00	Hour
Specialized Vision Services (725)	$150.00	Hour
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)	$150.00	Hour
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)	$134.00	Hour
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
IEP Meeting Attendance	Provider's Hourly Rate	
***Virtual services require a 1 hour min**		

No Show/Cancellation made without a 24-hour notice of scheduled service, assessment, or meeting will be billed at the provider's hourly rate

Travel: If provider drives more than 30 miles one way it will be billed at the provider's hourly rate

Additional Notes:

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

Initial SC

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 SC

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 SC

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 SC

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 SC

Initial _____

EDLOGICAL GROUP

A MEMBER OF POINT QUEST GROUP

Rate Sheet

Related services, student support, and health services

2026-2027 Academic Year

Provider	Hourly Rate
Adapted Physical Education Teacher (APE)	$107
American Sign Language Interpreter (ASL-I)	$150
Assistive Tehcnology Specialist (AT)	$150
Asssociate Marriage & Family Therapist (AMFT)	$82
Audiologist (AUD)	$168
Behavior Implementation Intervention (BII)	$50
Board Certified Behavior Analyst (BCBA)	$124
Certified Nurse Assistant (CNA)	$60
Certified Occupational Therapy Assistant (COTA)	$83
Credentialed School Nurse (CSN)	$114
Deaf and Hard of Hearing Teacher (DHH)	$124
Instructional Assistant (IA)	$46
Licensed Marriage & Family Therapist (LMFT)	$97
Licensed Vocational Nurse (LVN)	$78

Provider	Hourly Rate
Medical Assistant (MA)	$61
Occupational Therapist (OT)	$134
Office Assistant (OA)	$45
Orthopedic Impairment Specialist (OI)	$150
Physical Therapist Assistant (PTA)	$83
Physical Therapist (PT)	$135
Recreational Therapist (RT)	$134
Registered Nurse (RN)	$110
Resource Specialist Teacher (RST)	$104
School Psychologist (SP)	$122
Special Ed Coordinator (SEC)	$220
Speech and Language Therapy Assistant (SLPA)	$83
Speech and Language Pathologist (SLP)	$134
Translation Support Services (TSS)	$150
Vistually Impaired Specialist (VI)	$150

Minimum hours apply for on-site work
Virtual work is a one hour minimum

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, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

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

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

AGREEMENT TERMS:

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

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

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

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

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

   B. RELATED SERVICES:

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

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

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

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Santa Rosa Speech Therapy PC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **October 21, 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

Santa Rosa Speech Therapy PC

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING AND TRAINING

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

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

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

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

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

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

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

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

43. MONITORING

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

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes

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

47. STAFF ABSENCE

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

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

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on **October 21, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Santa Rosa Speech Therapy PC **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Jennifer Alwood AA3C6157176E485... 10/27/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 10/23/2026 **Signature** **Date**
Jennifer Alwood / owner **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:**
Jennifer Alwood **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Santa Rosa Speech Therapy PC **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
85 Brookwood, STE 10 **Address**	33272 Valle Road **Address**
Santa Rosa California 95404 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
707-542-1010 707-542-3232 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
info@santarosaspeechtherapy.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: Santa Rosa Speech Therapy PC
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)	$170.00 (Ind)	Per Session
Language and Speech (415)	$90.00	Per Student
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	$170.00	Per Hour
Speech Assessment	$170.00	Per Hour, up to 5 hours
Travel:	Current IRS Mileage Rate	

No shows or cancellations done less than 24 hours in advance will be billed at a flat fee of $170.00

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_____

Santa Rosa Speech and Language Services

85 Brookwood Ave, Suite 10
Santa Rosa, California 95404
Phone: (707) 542-1010
Fax: (707) 542-3232
info@santarosaspeechtherapy.com

Fees:

1:1 ratio speech therapy = $170.00 per session

Feeding treatment = $200.00 per hour

Group therapy 1:3 ratio = $90.00 per child

Assessments: $170 per hour, up to 5 hours

IEP meeting attendance = $170.00 per hour

Mileage Reimbursement = 72.5 cents per mile

Charge of $170.00 for late cancellation (less than 24 hours' notice or no-show.

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

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

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

AGREEMENT TERMS:

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

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

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

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

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

   B. RELATED SERVICES:

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

Powered by BoardOnTrack

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

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

Contract Year **2026-2027**

X Nonpublic School

_____ 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:

Valley High School and Learning Center, Inc. dba Hawthorne Academy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **October 28, 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 County Charter SELPA** and
Valley High School and Learning Center, Inc. dba Hawthorne Academy
(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 fourteen (14) 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

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

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

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

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

26. DATA REPORTING AND TRAINING

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

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

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

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

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

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

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

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

43. MONITORING

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

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes

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

47. STAFF ABSENCE

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

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

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

64. PAYMENT FOR ROOM AND BOARD

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **28th day of October, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Hawthorne Academy **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: DocuSigned by: Ray Richard E2F26FB222294CA... 11/02/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CE7080748C6400... 11/02/2026 **Signature** **Date**
Ray Richard, 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:**
Ray Richard, Executive Director **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
Hawthorne Academy **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
2506 W. Imperial Highway **Address**	33272 Valle Road **Address**
Hawthorne CA 90250 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
(310) 644-8841 (310) 644-8910 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
ray.richard@valleyhs.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: Valley High School and Learning Center, Inc. dba Hawthorne Academy
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: $201.30

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)	40.00	Hour
Language and Speech (415)	125.00	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)	150.00	Hour
Physical Therapy (460)		
Individual Counseling (510)	95.00	Hour
Counseling and Guidance (515)	95.00	Hour
Parent Counseling (520)	95.00	Hour
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

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

Additional Notes:

Additional Terms Regarding Invoices and Payment

Invoices must be submitted within thirty (30) 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. Invoice review and payment terms shall be forty-five (45) days from the date a complete and accurate invoice is received. Invoices submitted after normal business hours or during holidays shall be considered received on the next business day.

Initial DS KR

Additional Terms Regarding In-Person Evaluations

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

DS

Initial _____

HAWTHORNE ACADEMY

2026-2027 RATE SHEET

California Online Public Schools

Basic Education	$201.30 per day
Transportation	$87.00 per day
Individual Counseling	$95.00 per hour
ERICS	$95.00 per hour
Language and Speech	$125.00 per hour
Occupational Therapy	$150.00 per hour
One to One Aide	$40.00 per hour
One to One Aide (group 2-4)	$32.00 per hour
Bus Aide	$40.00 per hour
Bus Aide (group 2-4)	$32.00 per hour

EXHIBIT B: 2026-2027 ISA

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

(Education Code Sections 56365 et seq.)

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

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

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

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

AGREEMENT TERMS:

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

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

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

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

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

   B. RELATED SERVICES:

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

Powered by BoardOnTrack

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

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

Contract Year **2026-2027**

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: California Online Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

DV Therapy Inc

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on **October 6, 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

DV Therapy Inc

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

$2,000,000 products/completed operations aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that

facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP or ISA, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING AND TRAINING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate user training and proper permissions to allow adequate access.

CONTRACTOR shall complete all LEA-specific trainings, orientations, and onboarding requirements designated by the LEA prior to commencing services. Completion of such trainings does not constitute billable service hours unless otherwise agreed to in writing by the LEA. CONTRACTOR shall complete any and all LEA required trainings prior to beginning work with students. CONTRACTOR shall document all session attendance in the LEA's approved electronic IEP system no later than the conclusion of each workday during which services are provided.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49000, *et seq.,* 49005, *et seq*., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with state and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency intervention is used ; or when a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;

9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading

towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to LEA at least two (2) written progress reports/report cards annually, two (2) weeks prior to the end of each semester. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA two (2) weeks prior to the end of each semester, in accordance with the LEA's procedures and school calendar.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

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Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.); shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate; 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the

Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

NPS/A shall ensure that all staff whose duties under this Master Contract involve contact with or supervision of students enrolled in the LEA annually complete mandated reporter training in compliance with SB 848. Such training shall be completed through the California Department of Social Services' online training program or an equivalent program meeting SB 848 requirements and shall include all topics required under the Child Abuse and Neglect Reporting Act (Penal Code SS 11164 et seq.). NPS/A shall collect, maintain, and furnish proof of mandated reporter training completion for each staff within six (6) weeks of the start of each school year, within six (6) weeks of an individual's commencement of services, and upon the request of the LEA. NPS/A shall ensure that all new or replacement staff satisfy the training requirements prior to or promptly upon commencing services, as required by law.

Pursuant to the requirements of Education Code section 32100, NPS/A shall maintain written guidelines regulating appropriate adult-student interactions, and written policies, plans, or specifications regarding school facilities, and the furnishing of school facilities, that address classroom and nonclassroom environments to promote safe environments for learning and engagement that are easily supervised. Such policies/plans shall be furnished to LEA upon request.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes

occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with Education Code sections 32100 *et. seq.* regarding maintenance of facilities that are safe and nurturing places for pupils that are free of fear and threats of violence and free of violent crimes and sexual offenses committed by, or intended to be committed by, other pupils, school employees, volunteers, and contractors

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691 and 32100 et. seq. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees unless agreed upon.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the third (3rd consecutive or cumulative service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and CONTRACTOR shall implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **6th day of October, 2026** and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
DV Therapy Inc **Nonpublic School/Agency**	California Online Public Schools **LEA Name**
By: Signed by: Jisun Hannah Kang E953E76CC6E741F... 10/14/2026 **Signature** **Date**	**By:** Signed by: Mackenzie Duran 5CF7080748C6400... 10/15/2026 **Signature** **Date**
Jisun Hannah Kang, CCC-SLP/credentialing+contracting **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:**
Iddo DeVries, CCC-SLP/CEO **Name and Title**	Mackenzie Duran, Director of Student Services **Name and Title**
DV Therapy Inc **Nonpublic School/Agency/Related Service Provider**	California Online Public Schools **LEA**
1080 S. La Cienega Blvd Suite 208 **Address**	33272 Valle Road **Address**
LA CA 90035 **City** **State** **Zip**	San Juan Capistrano CA 92675 **City** **State** **Zip**
3234266402 3237140112 **Phone** **Fax**	(949) 873-4312 (949) 240-7895 **Phone** **Fax**
iddo@dvtherapy.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: DV 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)	175.50	Hour
Language and Speech (415)	89.25	30 min session
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	175.50	Hour
Occupational Therapy (450)	89.25	30 min session
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	85.00 (BI/RBT)	Hour
Behavior Intervention Services (535)	145.00 (BCBA)	
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	175.50	Hour
OT and Speech Assessments	578.00	Flat Rate

No Show/Late Cancellation Policy: Will bill 100% for no-show and last minute cancellations (cancellations made within 24 hours)

Additional Notes:

Additional Terms Regarding Extended School Year (ESY)

If students in the CONTRACTOR'S caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. LEA will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by LEA's Director of Student Services.

Initial

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

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

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

Thank you for your interest in DV Therapy Inc's school services.

Please see below for all of our 4 locations with NPA certifications.
-Los Angeles: 1080 S. La Cienega Blvd #208 Los Angeles, CA 90035
-Palmdale: 190 Sierra Court B6 Palmdale, CA 93550
-Covina: 400 South Grand Ave, Covina, CA 91724
-Bakersfield: 208 Oak Street Bakersfield, CA 93304

****Please note we charge 100% for no-show and last minute cancellations (cancellations made within 24 hours) ****

Please feel free to reach out to Hannah Kang (jisun.kang@dvtherapy.com) for rate negotiations.

NPA 2026-2027 Rate Sheet:

Services	Face to face	Virtual
Occupational Therapy	**** OT in-person Bakersfield location only**** **Therapy**: $175.50 /hour, $89.25 / 30 minutes **Evaluation**: $578/per **IEP**: $175.50/hour	**Therapy**: $175.50 /hour, $89.25 / 30 minutes **Evaluation**: $578/per **IEP**: $175.50/hour
Speech-Language (LAS)	**Therapy**: $175.50 /hour, $89.25 / 30 minutes **Evaluation**: $578/per **IEP**: $175.50/hour	**Therapy**: $175.50 /hour, $89.25 / 30 minutes **Evaluation**: $578/per **IEP**: $175.50/hour
Behavior Intervention	**Therapy by BI/RBT:** $85/hour **Therapy by Program Manager /BCBA:** $145/hour **IEP and consult by BCBA** :$175.50/hour	**Therapy by BI/RBT:** $85/hour **Therapy by Program Manager /BCBA:** $145/hour **IEP and consult by BCBA** : $175.50/hour

	No evaluation available.	No evaluation available.

EXHIBIT B: 2026-2027 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on September 8, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency,
if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ x Daily Rate
   _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Powered by BoardOnTrack

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

Coversheet

Approval of Updated Admission Policy (attached)

Section:	V. Consent Items
Item:	F. Approval of Updated Admission Policy (attached)
Purpose:	Vote
Submitted by:	
Related Material:	CalOPS Admission Policy - Updated October 2026.pdf

California Online Public Schools

Admission Policy

California Online Public Schools

California Online Public Schools non-profit Board of Directors operates the following charter schools to which this policy applies:
California Online Public Schools Central Coast
California Online Public Schools Central Valley
California Online Public Schools Monterey Bay
California Online Public Schools North Bay
California Online Public Schools Northern California
California Online Public Schools Southern California

Approved by CalOPS Board of Directors January 26, 2021
Updated and Approved by CalOPS Board of Directors January 25, 2022
Updated and Approved by CalOPS Board of Directors April 03, 2024

BACKGROUND AND PURPOSE

California Online Public Schools ("CalOPS") is committed to providing high quality online school offerings that meet rigorous state education standards to interested students residing in eligible counties, in accordance with the charter schools' (listed above, collectively and individually referred to herein as the "Charter School") charters.

Education Code Section 47605(e) mandates that if the number of applicants exceeds the number of available spaces in a charter school, the school must hold a public random drawing, also known as an admission lottery. The charter petitions for each school contain specific procedures for an admission lottery, as well as specific admission preferences. The Board must ensure that students are admitted in a fair and transparent manner and in accordance with the law and the current charters.

Therefore, the Board may set the capacity of each charter school in advance of conducting a lottery. In addition, the charters state that the schools will develop and implement a detailed public lottery procedure in accordance with California Education Code section 47605 (e)(2)(B). This statute requires charter schools to exempt existing students of the school from a lottery and also requires the school to extend a preference in a lottery to students who reside in the authorizing school district's boundaries. In addition to the legally required preferences, the charters also allow preference for siblings of current students and for children of CalOPS employees.

Legal Affirmations

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section

51747.3. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records[1]

During the enrollment process:

- Where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
- Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.
- Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment.

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

This policy has been developed consistent with applicable law and the current charters for each school. These policies provide general guidance for implementation of an admission lottery and wait lists.

LOTTERY

I. GENERAL

a. The Board intends that CalOPS conduct enrollment and admission processes in alignment with its charters and mission, in a fair and transparent manner, and in compliance with applicable law.

b. The Board delegates to the Superintendent, as the representative of the Administration of the school, the authority to develop and implement procedures and processes to carry out the Admission Policy.

c. The Board directs the Superintendent to apply the following considerations when developing the procedures and processes consistent with this Policy:

   i. All applicable laws for the state of California, and any applicable federal laws

   ii. The charter of the Charter School

   iii. Non-discrimination in all school practices, including admission

   iv. Consideration of input from the chartering authority of the Charter School

II. CAPACITY

a. The Board will determine each year whether the Charter School is close to its capacity for the upcoming year, and will adopt a Board resolution as needed..

b. The Board will consider various aspects of Charter School operations when determining its capacity, including: staffing resources, Charter School budget, community interest in the Charter School, operational considerations, considerations related to charter renewal, etc.

c. The schools will not offer admission to new applicants prior to the determination of capacity.

d. The Board will make all efforts to ensure that the capacity does not restrict the ability of existing students to return.

e. The Board delegates to the Superintendent or designee ("Administration") the authority to set enrollment limits by school and by grade level or grade span[2], as long as such limits are within the general parameters established by the Board resolution.

f. If the Administration determines that there is a need to change capacity for the Charter School during the school year, the Board will consider those recommendations and take action as needed.

III. LOTTERY DETERMINATION

a. Administration will set an open enrollment period annually, which will be approximately four weeks (typically between 28 to 31 days) long.

b. Administration will advertise the open enrollment period on the Charter School's website. At the discretion of Administration, other means of publicizing the time frame may be used, such as emails or announcements.

c. The Board delegates to Administration the authority to establish the requirements for applicants and participation in a school lottery. These requirements generally shall be limited to information needed to determine eligibility for a particular school, including age and residency requirements.

[2] Grade levels may be combined into grade spans, such as a middle school or high school grade span. Transitional Kindergarten may be considered a different grade level from Kindergarten.

d. At the conclusion of the open enrollment period, the Charter School will determine the total number of new applicants eligible for admission (based on minimum and maximum age for enrollment and residency in the county of authorization or an adjacent county), by grade level or grade span. In addition, the Charter School will determine if applicants are eligible for any admission preference(s).

e. Administration will determine the number of spaces available for new applicants, taking into consideration the number of returning students (who are exempt from any lottery) and capacity (See **Section II** above).

f. Applicants who are initially determined to be eligible for an admission preference(s) based on information submitted during the application process are subject to verification, either before and/or after the lottery.

g. If the number of applicants eligible for admission (see **Section III d**) exceeds capacity (see **Section III e**), then an admission lottery will be held on the date established under **Section IV a**.

h. Unless otherwise stated in the charter, the Charter School will give preference in admission in the order listed below:

   i. Children of CalOPS employees (includes individuals who have accepted an offer of employment for the upcoming school year)

   ii. Siblings[3] of eligible returning students

   iii. Students who reside within the boundaries of the school district that authorized the Charter School.

IV. HOLDING THE LOTTERY

a. Administration is responsible for scheduling the date of the lottery. Administration will provide reasonable public notice of the lottery (e.g., post lottery date publicly on the Charter School's website) and will take all necessary efforts to ensure lottery procedures are fairly executed. The Charter School will inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

b. Any eligible applicant participating in the lottery will receive a notification of the time and date of the lottery using the contact information provided during the application process.

c. The lottery is conducted virtually and in a manner open to and accessible by the public. Any applicant or other member of the public will have the opportunity to observe the computerized random drawing online. Separate lotteries shall be conducted for each grade or grade span in which there are fewer vacancies than pupils interested in attending.

d. Applicants and their family members are not required to attend the lottery.

e. Administration will assign a person with appropriate expertise to conduct the admissions lottery.

f. The Charter School will conduct the lottery using an electronic system, such as a computer program, that will randomly assign numbers to eligible applicants and randomly draw applicants in the relevant pool of applicants (based on admission preferences), until all eligible applicants in the pool have been admitted or added to the waitlist.

g. Student names will not be disclosed publicly during any part of the lottery process.

V. OFFER OF ADMISSION FOLLOWING THE LOTTERY

a. Notifications to students:

[3] A sibling is defined as a biological, adoptive, or foster sibling.

i. The Charter School will promptly notify applicants who have been admitted, using the contact information provided during the application process.

ii. Applicants are required to complete the enrollment/registration process within a designated time frame in order to retain the offer of admission. A student who misses the enrollment deadline will have their offer of admission rescinded, and they will be added to the end of the waitlist.

iii. Admission offers are subject to any established timelines and are valid only for the academic year for which the lottery is conducted.

b. Existing eligible returning students:

i. In accordance with the law and the Charter School's charter, existing students who wish to return the following year (and who have not graduated or reached the maximum eligible age) are admitted after meeting the following re-enrollment requirements

ii. At a minimum, re-enrollment requirements will include timely submission of the Intent to Return form, submission of a valid, signed Master Agreement for the upcoming school year, and when applicable, evidence of continuing age and residency eligibility.

iii. Administration will annually determine and publish the required time frame for submission of the re-enrollment materials.

iv. If an existing student of the Charter School fails to complete the re-enrollment requirements in the established time frame, they are no longer considered eligible and they forfeit their admission. The student may re-apply for admission, and will be considered with other new applicants.

v. At the discretion of Administration, a student who moves and is no longer eligible to attend the Charter School due to geographic restrictions in the law, but who resides in a county served by a different Charter School, may be considered an "existing pupil of the Charter School" (existing eligible returning student) for the new Charter School. The Board affirms that allowing students to continue their education in a Charter School will benefit students, families, and the Charter School community.

c. New eligible applicants:

i. If a lottery is not necessary for the Charter School's grade level/span and/or preference group, those applicants will be offered admission to the Charter School and must complete all applicable registration or placement steps within the designated time frame in order to retain their space in the school, as described above.

ii. For any lottery (e.g., by school, by grade level/span, by preference group), a wait list will be established after capacity is reached, based on the order of applicants drawn through the lottery. In no circumstance will this waitlist carry over to the following year.

iii. Students on a wait list will be offered a space as a space becomes available, using the order of the wait list established in **Section V c ii** above.

WAIT LIST POLICY

I. RETURNING STUDENTS

a. Students must be active, attending and participating in the program under the terms of the Independent Study Master Agreement to be considered existing students of the Charter School.

b. Existing students who wish to return to the Charter School for the following school year must complete their returning student tasks, as established by Administration,by the specified deadline(s). If they do so, they are considered "existing eligible returning students" (See **Section V** of the Lottery Policy) and therefore not subject to an admission lottery.

c. Students who fail to complete the required tasks by the specified deadlines to maintain their spot are no longer eligible as existing students, and are considered as "not returning" for the upcoming school year and will need to reapply for admission to the Charter School. Failure to complete these required tasks will result in the student's withdrawal at the end of the current school year from the school.

II. ESTABLISHMENT OF A WAIT LIST

a. The schools will establish initial wait lists as described in **Section V c** of the Lottery Policy.

b. Wait lists may be established by grade level and/or grade span based on the Charter School's operations, staffing, and resources.

c. After the lottery, additional applicants may be added to the wait list in accordance with **Section III** of the Wait List Policy.

III. MAINTENANCE OF THE WAIT LIST

a. The Board delegates to school Administration the ability to open or close the enrollment system for additional applications after the open enrollment period, in order to ensure the Charter School does not enroll students beyond its capacity. Administration may decide to close the enrollment system at any time after the open enrollment period, either temporarily or for the remainder of the school year, for the Charter School or a specific grade level or grade span. Administration will ensure that the status of new applications (i.e., whether applications are open or closed for a particular school and/or grade level or grade span) is posted for the public on the Charter School's website.

b. Applicants beyond the enrollment cap will be held in abeyance for subsequent lotteries, as needed

c. If an applicant on the wait list is offered admission to attend the Charter School, and for any reason does not accept that offer and complete enrollment/registration paperwork, the applicant forfeits the offer of admission, and their account in the enrollment system will be deactivated.

d. The wait list will not roll over from year to year. Wait lists are re-established for each school year in accordance with the Admission Policy.

IV. PLANNED APPLICATION, PUBLIC RANDOM DRAWING, AND ADMISSION SCHEDULE

The following estimated application, public random drawing, and admission schedule and process is proposed, and may be amended by the Charter School Board as necessary.

Figure 1 Estimated Application, Public Random Drawing, and Admission Schedule

January – March	Application forms available at school administrative office or online at the Charter School's website.
First week of March	All application forms due to Charter School.
Last week of March	Public random drawing conducted (if necessary).
Last week of April	Admission notification and enrollment packets distributed to parents and children who have been drawn in the public random drawing.

Approximately 2 Weeks Later	Completed enrollment packets due back to the Charter School, which will include proof of immunizations, proof of residency, proof of age requirements and proof of withdrawal from prior school and district of residence.

Coversheet

Approval of Updated Parent and Family Engagement Policy and Compact (attached)

Section: V. Consent Items
Item: G. Approval of Updated Parent and Family Engagement Policy and Compact (attached)
Purpose: Vote
Submitted by:
Related Material:
CalOPS Parent and Family Engagement Policy and Compact 26-27 SY (4902-5700-9360.v1).docx.pdf

California Online Public Schools

DRAFT Title I Parent and Family Engagement Policy and School-Parent Compact, 2026–27

[2026–27 School Year]

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

Revised August 2024
Approved by CalOPS Board of Directors October 08, 2024
Reviewed by School Advisory Committee September 25, 2025
Approved by CalOPS Board of Directors October 14, 2025
Updated for review September 2026

California Online Public Schools ("CalOPS" or the "Charter School") has developed a written Parent and Family Engagement Policy with input from parents and families of students receiving Title I services. CalOPS reviews the policy at its annual Title I School Advisory Committee meeting and shares it with families through ParentSquare. The policy is also available on the CalOPS website and in the Family and Student Policy Catalog. Hard copies are available upon written request through the CalOPS Southern and Northern offices.

This policy describes how CalOPS fulfills its Title I parent and family engagement requirements.

1.0 Charter School Expectations and Objectives

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, CalOPS has established the following practices:

1. CalOPS involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Policy.

    - CalOPS involves parents and families in the annual review and development of its Parent and Family Engagement Policy through School Advisory Committee (SAC) meetings, which are open to all families. During these meetings, parents have the opportunity to review the policy, provide feedback, and offer suggestions for revisions. Additionally, CalOPS distributes the policy to all families, along with a digital survey to gather input and recommendations. Following the SAC meeting, CalOPS offers optional small-group parent meetings where families can engage directly with administrators and staff, ask questions, and provide additional feedback. Input gathered through these opportunities is considered in the ongoing development and annual revision of the policy.

2. CalOPS provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.

    - CalOPS builds staff capacity to support meaningful parent and family engagement through professional development focused on partnering with families and supporting student learning and academic achievement. To further support family involvement, CalOPS provides digital access to educational resources, including books and educational games for use at home. At the elementary level, families also receive physical math books and learning toolkits to support instruction and reinforce learning at home. Throughout the school year, CalOPS staff host family engagement events focused on various academic subject areas. These events provide opportunities for families to participate in their students' learning, strengthen home-school partnerships, and support student academic success.

3. CalOPS coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.

    - CalOPS coordinates and integrates parent and family engagement strategies with relevant federal, state, and local programs to support students and families. The CalOPS Counseling and Student Services teams provide access to community resources through Canvas student support courses. Families also have access to Care Solace, which helps connect them with mental health providers, substance abuse treatment, and other social services. In alignment with the McKinney-Vento Act, CalOPS conducts targeted outreach to support students and families experiencing homelessness, including providing mobile Wi-Fi hotspots and technology as needed. CalOPS also offers a subsidized regional internet access program to help reduce barriers to connectivity and ensure students and families have access to educational resources.

4. CalOPS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.

    - CalOPS annually evaluates the content and effectiveness of its Parent and Family Engagement Policy through small-group parent meetings held following School Advisory Committee (SAC) meetings and a digital survey distributed to all families. Parent feedback, along with annual YouthTruth survey results and available student academic achievement data, helps inform the evaluation of the policy's effectiveness in supporting family engagement and student academic success.

5. CalOPS conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, have disabilities, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).

- CalOPS distributes a comprehensive digital survey via YouthTruth to all families to gather feedback and identify barriers to parent and family engagement. To accommodate varying accessibility needs, the survey is mobile-friendly, written at an accessible literacy level, and available for translation into the languages spoken by CalOPS families.

  CalOPS also hosts live, interactive small-group parent meetings at various times, including afternoons and evenings, to accommodate family schedules and provide additional opportunities for feedback.

  CalOPS evaluates participation barriers that may affect specific student and family populations, including:

  - Economically Disadvantaged Families: Evaluating technology gaps, including access to devices at home and the reliability of school-provided mobile Wi-Fi hotspots.
  - Individuals with Disabilities: Reviewing the accessibility of digital platforms, including screen reader compatibility, closed captioning during live sessions, and access to IEP documentation.
  - Families with Limited English Proficiency: Assessing the effectiveness of translation services during live webinars and translated email communications.
  - Racial, Ethnic, and Cultural Minorities: Evaluating the cultural relevance of schoolwide communications and gathering feedback on whether families feel included, safe, and represented within the virtual school community.

6. CalOPS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.

   - CalOPS conducts an annual YouthTruth Family Engagement Survey to gather parent and family feedback, assess their needs in supporting their children's learning, and identify opportunities for engagement with school staff and teachers. Survey results are reviewed to identify areas for improvement and inform family engagement strategies and policy updates for the following school year.

7. CalOPS conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.

   - CalOPS annually evaluates its strategies for supporting meaningful school and family interactions through the Youth Truth Family Engagement Survey, School Advisory Committee meetings, and small-group parent meetings. These opportunities allow families to provide feedback on the effectiveness of school communication, family engagement activities, and interactions with school staff. Feedback is reviewed to identify areas for improvement and inform parent and family engagement strategies for the following school year.

8. CalOPS uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.

    - CalOPS uses findings from its annual YouthTruth Family Engagement Survey, School Advisory Committee meetings, and parent focus groups to evaluate and improve parent and family engagement. YouthTruth provides annual and comparative data that allows CalOPS to identify trends, assess areas of strength, and identify opportunities for improvement. These findings help inform data-driven strategies to strengthen family engagement, improve communication, and support meaningful partnerships between families and school staff. CalOPS also uses this information to review and revise its Parent and Family Engagement Policy, as needed, for the following school year.

9. CalOPS involves parents in the activities of the Charter School to adequately represent the needs of the population, for the purposes of developing, revising, and reviewing the policy.

    - CalOPS provides multiple opportunities for parents and families to participate in the development, review, and revision of its Parent and Family Engagement Policy. These opportunities include English Learner Advisory Committee (ELAC) meetings, School Advisory Committee (SAC) meetings, and small-group parent meetings held following SAC meetings. Through these meetings, families have opportunities to share feedback, ask questions, and provide input that reflects the diverse needs and perspectives of the CalOPS school community. Parent and family feedback is considered during the annual review and revision of the policy.

10. CalOPS engages parents and family members positively in their children’s education by providing assistance and training on topics such as state academic standards and assessments to develop knowledge and skills to use at home to support their children’s academic efforts at school and their children’s development as responsible future members of our society.

    - CalOPS supports parents and families in actively participating in their children's education by providing resources, information, and opportunities to engage with school staff. Through family engagement events, digital learning resources, and ongoing school communications, families receive information and tools to support student learning at home. Following the release of the California School Dashboard, CalOPS reviews CAASPP and CAST assessment data during School Advisory Committee (SAC) meetings and ELPAC data during English Learner Advisory Committee (ELAC) meetings. Families also receive annual student assessment score reports and have opportunities to review and discuss their child's results with their homeroom teacher. These opportunities help families better understand student academic performance and support their children's continued learning and academic growth.

11. CalOPS informs parents that they can directly affect the success of their children’s learning by providing parents with techniques and strategies that they may utilize to improve their children’s academic success and to assist their children in learning at home.

    - CalOPS supports parents and families in playing an active role in their children's academic success by providing resources, guidance, and strategies to support learning at home. Through ongoing communication with homeroom teachers and family engagement events,

families have opportunities to better understand instructional expectations and strategies to support their children's learning. Virtual class sessions and small-group lessons provide additional instructional support for students. CalOPS also provides access to digital learning resources and, at the elementary level, physical math books and learning toolkits to reinforce instruction at home. These resources and opportunities strengthen the partnership between families and school staff and help parents support their children's academic progress.

12. Parents and family members of children receiving Title I, Part A services shall be involved in the decisions regarding how funds reserved are allotted for parental involvement activities.

- CalOPS involves parents and families in decisions regarding the use of Title I, Part A funds reserved for parent and family engagement activities. During the first School Advisory Committee (SAC) meeting of the school year, which also serves as the Annual Title I Meeting, CalOPS reviews Title I funding and its Parent and Family Engagement Policy. Families have opportunities to ask questions, provide feedback, and offer recommendations regarding the use of these funds. Following the meeting, families may also complete a digital survey to provide additional input. This feedback is considered when determining how reserved Title I funds are allocated.

  Reserved funds are used to support activities and strategies consistent with the CalOPS Parent and Family Engagement Policy. These may include professional development for staff on effective family engagement strategies, educational resources that support learning at home, virtual family engagement opportunities, and sharing information and resources to strengthen family participation. CalOPS also considers strategies to reduce barriers to engagement, particularly for economically disadvantaged families, and other activities aligned with the needs identified through parent and family feedback.

2.0 With approval from the local governing board, California Online Public Schools has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4])

At least one meeting is held annually to discuss the Parent and Family Engagement Policy and School Parent Compact. Further feedback is solicited through multiple avenues, including the phone, email, notifications, surveys or forms, regular school communications, field trips and back-to-school activities, and other parent-oriented activities. The CalOPS Board of Directors intends to maintain at least one parent representative among its members. The schools also survey parents each year in order to evaluate the school on a number of criteria, including student progress, teacher support, and the quality of curriculum.

- The Charter School makes effective use of all available technologies to distribute information to parents.
- In addition, parents are encouraged to set up conferences to discuss their student's performance.
- Regular school communications announce upcoming school events, and meetings are available online to all parents.

- Certain critical communications may also be provided in print format. For example, the parent training modules are available in print as well as online, and official communications from the schools about withdrawals are also provided via hard-copy mail.
- The schools also develop and make available via the Student Information System ("SIS") and the school website a Family and Student Policy Catalog that details all policies specific to the schools. Translated materials and materials in alternative formats(e.g., for those who have difficulty with their vision) are made available upon request.

2.1 Involvement of Parents in the Title I Program

The school-level parent and family engagement policy shall describe the means for how California Online Public Schools shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

- Hold at least one annual meeting, with the option to participate virtually
- Administer an annual parent satisfaction survey which includes questions about academic interventions.
- Solicit feedback through multiple avenues, including surveys, telephone, school communications, and email.

b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])

California Online Public Schools meetings are held virtually. The information regarding the meeting, including the meeting room links, is provided to the families at least one week in advance. The parent meetings are scheduled at select times during the school year and at varied times of day to give the greatest opportunity for our families to attend. All meetings are recorded, and the recording links are sent to all enrolled Caregivers along with any follow-up information within one business day.

c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

California Online Public Schools conduct an annual evaluation of the content and effectiveness of this Parent and Family Engagement Policy in improving the quality of its Title I, Part A plan. The evaluation includes identifying barriers to greater participation by parents in parent involvement activities (with particular attention to parents who are economically disadvantaged, have disabilities, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The schools use the findings of the evaluation about their Parent and Family Engagement Policy and activities to design strategies for more effective parent involvement, and to revise, if necessary (and with the involvement of parents), their parent involvement policies.

Evaluation methods include:

- Hold at least one annual meeting, with the option to participate virtually
- Administer an annual parent satisfaction survey which includes questions about academic interventions.
- Solicit feedback through multiple avenues, including surveys, telephone, school communications, and email.

d) The school provides parents of participating children with the following:

i. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])

California Online Public Schools provide Title I program information to families throughout the school year. This information is provided to participating families in several formats including: email, ParentSquare, School Advisory Committee Meetings three times per school year, Parent/Admin Collaboration Meetings three times per school year, ELAC meetings, and the LCAP input form.

ii. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])

Our Board of Directors approves the curriculum and instructional material selections annually. The curriculum, including assessments, is aligned to the California Common Core State Standards, California Content Standards, and Next Generation Science Standards, as adopted by the State Board of Education for English Language Arts, Mathematics, Health Education, History Social Science, Physical Education, Science, Visual and Performing Arts, and World Languages. Additional alignments are conducted for “a” to “g” guidelines. The curriculum is updated regularly based on a rigorous analysis of student performance on state standards as measured by state testing results and internal assessments. The curriculum offers high-quality content by integrating virtual textbooks, lesson plans, and other materials from leading publishers such as Flexpoint Education, Accelerate, Singapore Math, and Edmentum. In addition to these resources, it features technology-based content from top providers that introduces focused, grade-appropriate topics through interactive practice, embedded videos, and discussions. Real-time interaction between teachers and students is facilitated through LiveClass and Zoom sessions, which use web conferencing tools including voice over IP, chat, electronic whiteboards, and shared web browsing. These virtual classroom environments allow for individual and small-group instruction.

iii. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])

California Online Public Schools is a fully online school that allows for regular parent, Caregiver, family, and student interaction. Due to the nature of being online, all stakeholders have multiple opportunities to request and attend regular meetings as they feel appropriate. One such regular meeting is their biweekly call with their homeroom teacher. Stakeholders can also request more frequent meetings as needed. Additional opportunities include but are not limited to:

- School Advisory Committee Meetings
- Parent/Admin Collaboration Meetings

- English Learner Advisory Committee Meetings
- Progress Monitoring Meetings
- Special Education meetings as appropriate
- Biweekly phone calls
- LiveClass/ Zoom
- Social and Emotional support sessions

e) **If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])**

If the plan for Title I, Part A, developed under Section 1114(b) of the ESSA, is not satisfactory to the parents of participating students, the schools will submit any parent comments with the plan when the schools submit the plan to the California Department of Education.

2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

a) **The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])**

During the school year, teachers and parents communicate regularly via email, ParentSquare, telephone, and LiveClass/Zoom sessions. Teachers formally conference with parents regularly. In addition, parents are directly involved in checking daily student work for completeness and may view student grades and other progress indicators in real time. Progress reports are available to parents at least quarterly for every student. Parents receive notifications from the school about student attendance and participation in various aspects of the program.

Parents have the opportunity to be intimately familiar with their students' progress on a day-to-day basis. The school's LMS and SIS platforms ensure that all parents have access to complete data about their children's learning on a 24/7 basis. In their student's login in the LMS, parents can view in real time whether their student is on track and making adequate progress. Students who are not on track are identified if and when certain thresholds are reached related to completion of lessons, attendance, contact with the teacher, and/or submission of required assessments or assignments. The school contacts the parent of any student identified as needing support to discuss issues impeding the student's progress and to discuss strategies for getting the student back on track. Parents are also provided with frequent reports on their student's progress. For students who are struggling, school staff meet to develop an intervention plan that directly involves the student and parent.

b) **The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])**

Materials to encourage parent involvement are provided (at no cost to the family) that include online training, a Family and Student Policy Catalog, and school communications such as newsletters and parent communications. Daily lesson plans are accessible 24/7 through the student's login and enable parents to review and understand the objectives of each lesson so that they can support their student's learning effectively. The teaching and administrative staff, along with our curriculum and technical support staff, are also available via email or telephone to provide required assistance and advising support.

California Online Public Schools provide ongoing training and support to help parents carry out their important role while making optimum use of the available technology tools and professional teacher support. The schools' specific training and support efforts include an orientation for parents to familiarize themselves with the features and components of the LMS. The training also includes building an effective understanding of the academic program (content, standards, and assessment) as well as real-time tools for monitoring and improving student performance. Additional parent training opportunities are provided throughout the school year. There is an area of the school's website specifically devoted to parent resources.

c) **The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])**

California Online Public Schools is committed to providing high-quality and ongoing professional development for both parents and staff to improve instruction and drive toward proficiency on academic standards. California Online Public Schools provides teacher training and professional development programs to equip teachers with the following:

- A working knowledge of the curriculum.
- How to communicate and work effectively with parents/families.
- How to utilize and navigate the tools in the LMS and SIS.
- How to develop personalized learning plans and individualized instructional programs, including communicating with parents regarding instruction.
- Review of the different forms of assessment and how to utilize test results to guide instruction.
- Knowledge of school processes and policies.
- How on-site staff and virtual teachers work collaboratively in the best interest of each student.

d) **The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])**

California Online Public Schools offer several online resources for our families to help integrate parent involvement and encourage support and participation in their child's education. Some of these supports are listed below:

- Parent Workshops - focused on mental health topics to provide education and strategies to support their student's mental health and social-emotional well-being.
- Parent Support Newsletter- sent monthly and includes various mental health topics, including suicide prevention, cyberbullying, coping with stress, etc.
- Open Office Hours - one-on-one support with a particular mental health concern in a brief consultation with our licensed clinical social worker.
- English learner resources - including links to family and student resources and support
- Field trip and event information - including upcoming school events in our school regions.
- Counselor's Corner resources- including links to family and student resources that include academic supports, DEI resources, and SEL supports.
- Private Parent Facebook Page- allowing families to communicate with one another and share ideas, concerns, and questions.

e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])

As a virtual learning school, California Online Public Schools is able to use technology and the working partnership between parents and school staff to facilitate the full participation of parents who might otherwise face barriers to involvement. For example, parents with disabilities who might otherwise find it difficult to participate in their child's brick-and-mortar classroom can readily interact through our online tools and resources. CalOPS makes every effort to provide information in an understandable language and format so that parents can actively participate in their student's schooling.

f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])

- Students have the opportunity to participate regularly in both face-to-face and virtual community activities. Face-to-face activities include field trips and community outings, in accordance with federal, state, and local health guidelines. Teachers use the telephone quite extensively in communicating with students and parents.
- Canvas inbox is the private email system included in the LMS. This is a "closed" system. Students, parents, and teachers may only use it to communicate with each other, and are protected from spam, contact from strangers, and other mainstream email issues.
- Notifications, announcements, and other school details are sent via ParentSquare, allowing for timely communication between school staff, parents, and students.
- Other examples of support to be provided for parent involvement activities include, but are not limited to: providing multiple ways to attend meetings (face-to-face, phone, Zoom, LiveClass, and recordings), a private regional Facebook page for parent interactions, translating materials upon request, and holding one-on-one meetings and so forth.

2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, California Online Public Schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- California Online Public Schools make effective use of all available technologies to distribute information to parents.
- In addition, parents are encouraged to set up conferences to discuss their student's performance.
- Regular school communications announce upcoming school events and are available online to all parents.
- Certain critical communications may also be provided in print format. For example, the parent training modules are available in print as well as online, and official communications from the schools about withdrawals are also provided via hard-copy mail.
- The school also develops and makes available via the school website a Family and Student Policy Catalog that details all policies specific to the schools. Translated materials and materials in alternative formats (e.g., for those who have difficulty with their vision) are made available upon request.

2.4 School-Parent Compact

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

a) **Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])**

   California Online Public Schools has a responsibility to provide high-quality curriculum and instruction to all of its students. The CalOPS Board of Directors approves the curriculum, textbook, and instructional material selections annually; therefore, all students receive online and offline materials needed to complete their course of study. The curriculum, including assessments, is aligned to the California Common Core State Standards, California Content Standards, and Next Generation Science Standards, as adopted by the State Board of Education for English-Language Arts, Mathematics, Health Education, History-Social Science, Physical Education, Science, and World Languages. Additional alignments are conducted for "a" to "g" guidelines.

   During the school year, teachers and parents communicate regularly via email, telephone, Zoom, LiveClass, and parent notification systems. Teachers formally conference with parents

regularly. In addition, parents are directly involved in checking daily student work for completeness and may view student grades and other progress indicators in real time. Progress reports are available to parents at least quarterly for every student. Parents receive notifications from the school about student attendance and participation in various aspects of the program.

Parents understand that their participation in their child's education will positively impact their child's achievement and attitude. Therefore, they will do their best to:

- Ensure that their child attends/participates in school regularly.
- Ensure that their child uses positive school behavior.
- Encourage positive use of their child's additional/non-school time.
- Establish a time and quiet place for their child to complete schoolwork and support effort, completion, and correctness.

b) **Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])**

1. **Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])**

   California Online Public Schools hold parent-teacher conferences during which the School-Parent Compact is discussed as it relates to the individual child's achievement. If there are performance concerns, or if students are falling behind and in escalation, the student's teacher contacts parents via phone and/or email and includes other teaching or administrative staff as needed. The call focuses on the student's performance and what actions need to occur to get the student back on track. Teachers may also set up an in-person meeting to discuss any student or parent concerns and to work collaboratively to set goals and identify a timeline for improvement.

2. **Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])**

   During the school year, teachers and parents communicate regularly via email, telephone, Zoom, and LiveClass sessions. Teachers formally conference with parents regularly. In addition, parents are directly involved in checking daily student work for completeness and may view student grades and other progress indicators in real time. Progress reports are available to parents at least quarterly for every student. Parents receive notifications from the school about student attendance and participation in various aspects of the program.

3. **Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])**

   Parents have multiple opportunities to shape the overall school experience. They can volunteer to assist teachers with virtual student activities, serve on the school's Board of Directors, hold an office on the ELAC committee, as well as participate in Title I planning meetings. Parents, Caregivers, and families may volunteer for the school; however, volunteering is not required.

4. **Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])**

We will provide opportunities for regular communication between parents and teachers through:

- Parent-teacher conferences;
- Frequent reports about your child's progress;
- Opportunities to talk to staff and review classroom activities;
- Ensuring regular communication between family members and school staff to the extent possible, in a language that family members can understand.

***The policy will be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*

4902-5700-9360, v. 1

Coversheet

Approval of Updated Fiscal Policy (attached)

Section: V. Consent Items
Item: H. Approval of Updated Fiscal Policy (attached)
Purpose: Vote
Submitted by:
Related Material:
CalOPS Fiscal Policy for Board DRAFT edited with Legal and CLA suggested edits.docx.pdf

California Online Public Schools

Fiscal Policy

Updated October 2025

DRAFT with legal and CLA edits

California Online Public Schools
2026-27 Fiscal Policy

Introduction

Background

California Online Public Schools ("CalOPS") is a California public benefit corporation (the "Organization") with non-profit status from the IRS that operates a network of public charter schools known as California Online Public Schools. This network of charter schools is referred to as the School or Schools in this policy. CalOPS' Chief Executive Officer is known as the Superintendents. In areas of this policy that refers to any delegated superintendent, they will be known as the Executive Cabinet.

Purpose

The Board of CalOPS believes in implementing and following fiscal management practices to ensure that CalOPS' funds are appropriately managed, to safeguard its assets, outline and enforce internal policies, and provide guidelines that are compliant with state and federal laws and regulations. In addition, this policy is to ensure that the financial decisions made by CalOPS leadership and its Board support CalOPS' and its schools' mission while providing confidence and integrity to the public as recipients of public funds. Lastly, the policy and procedures will provide direction to help avoid any liability that could be attributed to the Board resulting from mismanagement.

The Organization refers to the "California Charter School Accounting and Best Practices Manual" developed by Fiscal Control and Management Assistance Team (FCMAT) for guidance in the reviewing and updating of these policies.

This Fiscal Policy and Procedures document includes policies on internal controls, legal compliance, conflicts of interest, as well as other financial and accounting procedures and protocols, such as budget development, authorized signers, use of credit cards, employee reimbursements, purchasing, payroll processing, and any other area pertinent to financial management. The Fiscal Policy and Procedures are intended to align with the School's charter petition and any Memoranda of Understanding (MOU) with its authorizing entity.

Compliance

Legal Compliance

The Schools will follow all the relevant laws and regulations that apply to California charter schools. Additionally, any applicable state and federal laws and regulations related to grant funding received by the Schools will be followed. The Executive Cabinet will ensure that where there are specific requirements or restrictions on the expenditures of grant or categorical funds CalOPS will see that these requirements are met.

Use of Public Funds

All monies received by CalOPs are considered public funds. The overarching principle in the spending of school funds is that all expenditures must clearly and directly be necessary and benefit the schools and support their purpose to provide a quality free education to the students within its eligible boundaries.

Nonpublic funds are dollars that are collected and retained by outside organizations such as booster organizations, associations and foundations. This also includes employee association accounts. The

schools and the nonprofit shall not act as custodian for privately funded monies of a separately maintained agency fund or account, such as a staff social fund paid for exclusively by employee contributions.

To protect from the misuse of public money, the use of school funds should be to provide a benefit to the public, and not to benefit any individual, employee, corporation or other agency. The public funds of the Organization and its Schools may be expended if a direct and substantial public purpose is served by the expenditure and private individuals are only benefitted incidentally by the promotion of the public purpose. Even if an expenditure has a noble or virtuous purpose (such as supporting an employee experiencing a loss), or a moral or justifiable obligation (such as gratitude for services provided), this is not sufficient to determine that a public benefit exists. If expenditures provide a direct and tangible benefit to students' education, such as for staffing costs, materials, software, administrative expenses, etc., then these are easily justified as providing the public benefit of educating the Schools' students. For expenditures which are not as direct or tangible, the Board must make a determination of the public purpose prior to expenditure of these funds. This may be done via the budgeting process, and/or on a case-by-case basis as needed.

When considering the use of public funds and whether an expenditure is appropriate, the schools and their board will consider the public scrutiny test outlined below:

- Is the expenditure within policy and how will it benefit the mission of our program and the success of our students?
- Will the tax-paying public view the expenditure as necessary to support public education?
- Can the expenditure be defended to a person outside of the organization?
- Would it pass the "smell test"?

Any expenditure that is not board approved and/or that does not benefit the schools' mission or our students will be denied. Any expenditure found to be an unlawful use of public funds will not be reimbursed and the employee may be subject to disciplinary action including legal liability, taxpayer lawsuits, civil and criminal penalties (California Government Code Section 8314 and Penal Code Section 424).

Please refer to the list of allowable and unallowable expenses based on standard FCMAT policies:

Generally Allowable Expenses:

- Expenditures not in conflict with, inconsistent with, or preempted by any law, and which is not in conflict with the purposes for which the public entity was established.
- Salaries and benefits for employees.
- Uniforms and regalia for college bands, choirs or athletic teams (must be equitable to all school staff, programs and clubs).
- Rental of caps and gowns for commencement ceremonies.
- Supplies and equipment, including instructional materials and textbooks.
- Maintenance of facilities and equipment.
- Research and promotional activities to advance public education.
- Board approved awards to students and employees for excellence, accomplishments, and exceptional contributions (Not for life events that occur for everyone).
- Flowers or decorations for a college's awards ceremony or commemorative event.
- Transportation services for students.

- Refreshments/meals for meetings for the purpose of conducting school business (e.g., curriculum meeting during lunch).
- Snacks, refreshments, and food for students during the instructional day that are deemed to contribute to the educational process (e.g., finals week, prepared to learn).
- Sponsorship of programs and activities provided by nonprofit/community organizations that aid in student development:
    - A service that complements or enhances one the schools provide.
    - A service that the school could provide but is unable to.
    - A secondary benefit is identified that benefits the school.

Generally Unallowable Expenses:

- Contributions or donations to religious, community, charity or other nonprofit groups except those that align with and support student development of students enrolled in the schools.
- Purchase of private purpose flowers, other gifts, celebration or sympathy benefits to convey compassion or sympathy, or to meet a perceived moral obligation.
- Gift certificates for individuals.
- No exception for small gifts.
- Alcohol.
- Memberships in private clubs or organizations.
- Presents or gifts to anyone, including employees, volunteers, or students.
- Professional enhancement vs. public benefit.
- Holiday or other staff parties or picnics.
- Reimbursement for employees' mileage from their residence to their place of work.
- Personal benefit to school staff.
- Scholarships to students using public funds.
- Buying fundraising tickets or tables at fundraisers/galas for other nonprofits.

Political Contributions

As a 501(c)(3) organization, no funds or assets of CalOPS may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the schools for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. CalOPS also cannot be involved with any committee or other organization that raises funds for political purposes.

Following are examples of prohibited activities:

- Contributions and/or endorsements by an employee that are reimbursed through expense accounts or in other ways.
- Purchase by the organization of tickets for political fundraising events.
- Expenditures for political advertisements.
- Contributions in kind, such as lending employees to political parties or using the Schools' assets in political campaigns.
- Endorsement of or opposition to any ballot measure.

The Schools and Organization may expend a limited amount of funds on lobbying efforts on legislative matters which may have an impact on the Schools or Organization, such as proposed, pending or current legislative bills, and regulations. Typically, the resources used for this type of allowable activity would be a small amount of staff time to contact or meet with legislators. Staff time and other costs, if applicable, for such activities will be estimated annually and reported with the best estimate of cost on CalOPS' tax returns.

The Schools will comply with any other federal and state laws and regulations regarding political contributions, lobbying, and expenditures. No federal funds, or assets obtained from federal funds, may be used for any political purposes.

CalOPS' employees, Board members, and other representatives may engage in the above political activities on their own time, using their own personal assets and resources, however, they may not act or appear to be acting on behalf of the Schools or Organization, and may not use Organization resources to assist any non-allowable political activities. If the title of a school employee is used, it shall be used for name identification purposes only.

Record Keeping

To provide an accurate and auditable record of all financial transactions, the Schools' books, records, and accounts are maintained in conformity with the Generally Accepted Accounting Principles (GAAP) as applicable to Charter Schools.

Transaction ledgers, invoices, receipts, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by the Organization in accordance with applicable state law, and as required in any contract or agreement, in a secure location for at least seven (7) years as set out in the Records Retention policy, or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored electronically. Paper documents may be compiled and stored in an on-site or off-site location after completion of the annual audit. The Schools will not typically charge for the costs of copying records when records are being requested by an oversight agency, through a subpoena, or in accordance with public records regulations, however, the Schools reserve the right to do so at a rate not to exceed twenty-five cents ($0.25) per page. The School will attempt to provide records electronically, however, the actual cost of mailing records may be charged to the requestor. Copying charges only apply to the cost of reproduction, not to time spent searching for records. However, if electronic records are requested, the time needed to create an electronic version may be charged to the requestor.

Further, the School specifically requires that:

- No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of the Charter School.
- Receipts and disbursements must be fully and accurately described in the books and records.
- No false entries may be made on the books or records nor any false or misleading reports issued.
- Payments may be made only to the contracting party and only for the actual Services rendered or products delivered. No false or fictitious invoices may be paid.

The Executive Cabinet and the appropriate support staff will work together to provide access to the School's financial records to School's charter authorizer upon reasonable request, including supporting records as requested.

Financial Oversight and Reporting

Key Stakeholders

Board of Directors

Superintendents

Director of Finance

Assistant Directors

Financial Service Provider

Finance Department

The CalOPs Board is committed to reviewing and adopting the Fiscal Policy and Procedures routinely and will revise the policies if laws or regulations change during the fiscal year. This ensures the most effective use of the School's funds to support its mission and assures that the funds are budgeted, accounted for, expended, and maintained appropriately.

The Director of Finance, under the management of the Executive Cabinet, has responsibility for all operations and activities related to financial management. However, the Superintendents can appoint or delegate someone else to perform the responsibilities as needed.

Financial duties and responsibilities must be separated between the Director of Finance, Assistant Directors, Financial Service Provider, and other key members of the Finance Department to ensure that no single employee has sole control over authorizing transactions, recording financial transactions, and custody of assets.

Budget Reporting Cycle

- Adopted Budget (submitted by July 1st)
- First Interim Financial Report (submitted by December 15th)
- Second Interim Financial Report (submitted by March 15th)
- Unaudited Actuals Report (submitted by September 15th)
- Audited Financial Statements (submitted by January 31)

Budget

The Director of Finance, in consultation with the Executive Cabinet and with recommendations from the Financial Services Provider and other appropriate school staff, prepares an annual budget of revenues and expenses for Board approval. Budgets can be reviewed and modified as necessary throughout the school year to account for enrollment and revenue changes. Any adjustments to the budget will be approved by the Board at the time of the First Interim Report, Second Interim Report or any other time throughout the school year. These forward-looking budgets and projections are reviewed and approved by the Board at an open and public meeting prior to July 1st annually. Approved annual operating budgets will be submitted to appropriate entities required by law in the format required by statute and/or regulation and/or contractual agreements, and by any required deadlines.

- Budgets will be prepared that show the revenues and expenditures and financial position for each School, as well as the CalOPS as a whole.

- The fiscal year (budget year) of the school is July 1st through June 30th. The appropriate accounting period is used for all adjusting entries and accruals.
- Financial statements displaying budget vs. actuals are prepared by the Financial Service Provider with the support of the Director of Finance and are to be reviewed by the Executive Cabinet and are presented to the Board at regular Board meetings. In the event that there is more than one regular Board meeting in a month, it shall only be presented at one of the meetings.
- All employees shall follow the Board-approved budgets, with exceptions approved by the Board through revisions to the budget.

Budget Development Process:

The budget development process starts with a review of the Governor's proposed state budget for the upcoming fiscal year. This is typically shared in January and identifies the likely range of revenues for the school's upcoming fiscal year, as well as any cost-of-living adjustments. Once the revenue estimates are complete, projected enrollment changes and expenditures are discussed and are prepared for the remainder of the budget. This process includes a concise examination of staffing levels, fixed costs, discretionary spending, legal, auditing and facilities costs. Additional data from the department leaders such as usage, success rates, ease of use, department goals, and needs should also be considered for key program expenditures such as curriculum, professional development, systems, and supplies. Decisions should be finalized during the Leadership Retreat in March/April annually. The Financial Service Provider will input the financial decisions made by CalOPS into the agreed upon budget template to be approved by the Board.

The Governor's annual "May Revise" budget is made public in the spring and outlines the funding projection that will likely be included in the final state budget for the next fiscal year. With this information, the Director of Finance, Executive Cabinet, and all other key parties will work together and make any adjustments to the budget draft. This process involves a thorough review of the budget in its draft form to make sure all spending requirements set by law, contractual agreement, or otherwise are met. Finally, a five‑year budget projection is developed in accordance with the schools' established strategic and growth plans before providing it to the Board for approval by July 1.

CalOPS will maintain a minimum reserve of 3% at the end of every current school year and two subsequent fiscal years, while working toward establishing and sustaining a 10% reserve. The board is notified immediately with a plan and/or explanation when the reserve is projected to drop below this threshold. Reserves in excess of 10% will be taken into consideration to fulfill school needs outlined in the Components of the End Fund Balance section of the budget.

In addition to the budget, cash flow analysis (when needed throughout the budget cycle), budget projections, and budget revisions will be prepared periodically during the year to adjust for changes in revenue or expenses.

Budget Updates:

The Board-approved budgets will act as living documents throughout the school year. They will be used to monitor the financial health of the school and aid the Executive Cabinet as expenditures are considered throughout the year that were not previously budgeted for and have since been identified as a need. Budget updates will be prepared and presented to the Board of Directors for approval by the Director of Finance and Executive Cabinet with the support of the Financial Service Provider. Budget updates will be considered, and in some cases required, throughout the year. The Board will approve the first interim and second interim budget reports.

The preferred first update is the day after census day, when attendance numbers are provided to the state as an official count of the students to determine the schools initial funding. At this time, the ADA

projected and used to calculate revenues built in the initial budget should be compared to the census day number to ensure all the schools will get the revenue planned for to continue spending as planned in the approved budget.

The other two updates should occur during the First Interim and Second Interim reporting process. During these times, the Director of Finance, Executive Cabinet, and the Financial Service Provider will review actual revenue and expenditure data for monies received and spent for the current fiscal year to show the financial health of the schools, with consideration to the budget and other forecasted variables. Any findings and adjustments, under spending or over spending, would be identified during this time and transferred to the budget in the form of a Budget Update.

Financial Management

CalOPS and its schools' funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with applicable Federal and State requirements. The Organization will maintain their accounting records and related financial reports on the modified accrual basis of accounting throughout the year and full accrual accounting at each year end. Each school within the organization will have its own financial records as necessary to allow for the review of the revenues and financial position of each School independently. Shared expenses are to be allocated and recorded on the basis of schools' enrollment relative to the total enrollment for the organization.

Financial Reporting

The Director of Finance or designee working in conjunction with the Financial Service Provider, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the schools' charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Date System, and other related data. Additional reporting required by the SELPA, Department of Education or other entity will be prepared in the same manner.

The Board will be provided with all reports required by law for Board approval. The Board may request copies of any other reports at any time through the Director of Finance or Executive Cabinet.

The following reports will be prepared on a monthly basis, except in months when the Board is not meeting, by the Financial Service Provider, reviewed by the Director of Finance, and reported to the Board and/or its Treasurer.

- Revenue and Expense Statement for the current fiscal year – showing actual results for the months already past and forecasts for future months
- Balance Sheet(s)
- Payroll Registers and/or compensation summaries
- Monthly Check Registry

Corporate Tax Returns

The Board will annually engage someone to prepare and submit the annual tax returns (Form 990 and Form 199) for the corporation, CalOPS. The Board (and/or the Audit Committee of the Board) will annually review its policies and practices to be sure it is complying with any regulations or requirements of the Internal Revenue Service. Prior to submission of the tax returns, the Director of Finance, other designated staff of the school, and/or Financial Service Provider will review the tax returns for accuracy. Following completion of a final draft of the tax returns, the Board will receive and review the returns prior to the submission deadline. Appropriate extensions may be filed when needed. Typically, an annual extension from the November deadline to May is expected as the annual audit has not yet been conducted

prior to November 15. Other extensions may be filed if necessary to allow for thorough preparation and review of the tax returns prior to submission.

Internal Controls

CalOPS will maintain the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the board-adopted budget, (2) the Organization and Schools' funds are managed and held in a manner that provides a high degree of protection of CalOPS' assets, and (3) all transactions are recorded and documented in an appropriate manner. Additionally, as a publicly supported entity, the school acknowledges the additional responsibility to ensure the public's confidence and the integrity of the schools' activities.

To help ensure adequate internal controls, the School has established, implemented, and maintained these policies and procedures based on laws, regulations, and sound business principles and communicates them to those involved (e.g., School staff). It is essential that all employees, volunteers, and students (when necessary) be aware of expectations regarding internal accounting controls. The District Office provides annual training for all individuals who are expected to follow these policies and carry out their procedures. The Executive Cabinet will ensure that, wherever possible, more than one person is trained for each function (cross-training).

The internal controls that are outlined in this policy have been put in place to help prevent fraud and malfeasance through a number of checks and balances embedded in each financial task. They include maintaining multiple layers of fiscal oversight in our policies and procedures at all times.

- An independent financial auditor conducts annual financial audits. This selection will be board approved and shared with our authorizers annually by the date required by law.
- A Financial Service Provider is used to: compile financial statements for reporting purposes to stakeholders, input and review external transactions, ensure proper segregation of duties, disburse funds (e.g. check writing), and ensure fiscal compliance.
- The Board of Directors is provided all major financial statements and financial reports to approve during the subsequent board meeting.
- The Director of Finance or designee authorizes reimbursements and the use of credit cards by key executives (i.e. executive cabinet members, directors, assistant directors, principals and assistant principals)
- Major financial statements (e.g. Audited Financial Statements) are provided on the school's website.
- Financial presentations are made routinely at Board meetings, which are attended by Executive Cabinet, board members, other stakeholders and members of the public.

If issues with the School's internal controls are identified through any means, the superintendents will inform the Board and will work to address such issues as soon as possible.

The basic components of internal controls, set forth in this policy, include the following:

- Segregation of duties
- System of checks and balances
- Staff cross-training
- Controlled use of pre-numbered documents, i.e., checks
- Asset security and restricted access

- Timely reconciliations
- Up-to-date inventory records
- Appropriate review and approval of transactions
- Comprehensive, up-to-date annual budget
- Expectation that all staff will follow all internal controls

Audit

The Board shall contract for the services of an independent public accountant to perform an annual fiscal audit in compliance with State law. The audit shall cover the business of the CalOPS and each of its Schools during the full fiscal year; be a financial audit conducted in accordance with generally accepted auditing standards; and, include, but not be limited to all audit procedures contained in the California K-12 Audit Guide. The audit shall be completed and submitted to the Board for review at a public meeting as soon as reasonably possible following the close of the fiscal year for which the audit is conducted. The audit report, after review by the Board of Directors, will be submitted to the Charter granting agency, California Department of Education, County Superintendent of Schools, and State Controller's Office by the date required by law of each year. The Schools will address any audit exceptions or adverse findings through audit correction plans.

The Audit engagement and review process may be conducted by the Board's Audit Committee (if one is formed) on behalf of the Board.

Segregation of Duties

To ensure proper internal controls, the duties of custody, approvals, recording, and reconciliation have been delegated and are kept separate. The segregation of duties is to avoid exposing the schools to a higher risk of potential cash skimming, delayed deposits, or other errors or irregularities by implementing a dual role processing system to avoid one sole person from being able to complete a financial related task from start to finish.

The following structures have been established and will be maintained with the oversight of the Director of Finance and the Executive Cabinet to properly segregate duties within CalOPS'. The Director of Finance, Assistant Directors of Finance, Executive Cabinet and the Financial Service Provider share the responsibility amongst themselves for authorizing, initiating, approving, and executing transactions; never completing two consecutive steps without a different approved staff completing the in-between step. The appropriate Finance Department staff and the Financial Service Provider are responsible for recording, reconciling, reporting, and reviewing transactions; never completing two consecutive steps without a different approved staff completing the in-between step. In this capacity, these individuals are responsible for:

- Setting a good example by following established policies and procedures.
- Ensuring that all staff, volunteers, and others associated with the schools are informed about and follow established policies and procedures.
- Providing continual assistance and training for all staff members involved in all aspects of financial management, including purchasing and procurement practices.
- Take immediate action when an infraction occurs.

CalOPS will develop and maintain Purchase Requisition, Purchase Order and Payment Request forms to document the authorization of non-payroll expenditures. Such documentation may be accepted via an electronic processing software, such as but not limited to DocuSign, through a designated procurement software or paper form. Any contracts or payments over one hundred thousand ($100,000) dollars must be approved by the Board of Directors before being entered into or sent to the vendor. All purchases must be

reviewed by a combination of the Finance Department, Director of Finance, Assistant Director of Finance and/or Executive Cabinet, please reference the Finance Department Handbook for specifics. All payments must be approved by the Director of Finance and an authorized bank signer, or the Director of Finance and two for amounts of five thousand ($5,000) dollars or more. If a purchase order is issued, and the subsequent invoice changes more than 10% during the time of the exchange of said goods and services, a new purchase order must be created and approved prior to the transaction being completed.

Expenditures that do not require a Purchase Requisition, Purchase Order, or Payment Request Form such as recurring or standard operating expenses can be paid in the form of a check, ACH or Wire transaction following the segregation of duties as outlined in the Finance Department Handbook. These duties start with a review from appropriate staff in the Finance Department, followed by oversight from the Director of Finance or designee, then signed by authorized bank signers before being sent to the Financial Service Provider for final processing. Any amount over five thousand ($5,000) dollars will require a signature from two authorized bank signers.

ACHs and wire transactions must be initiated by designated staff. The Director of Finance, Assistant Directors of Finance, the Executive Cabinet and the Financial Service Provider are responsible for authorizing, initiating, approving, and executing transactions; never completing two consecutive steps without a different approved staff member completing the in-between step. For instance, the Assistant Director of Finance can not initiate a payment he/she authorized nor can he/she approve it. Once payments have been processed, all supporting documentation is to be shared with the Financial Service Provider for proper accounting.

The Finance Department may issue California Online Public Schools district level credit cards. An employee(s) will be assigned to the California Online Public Schools credit card and must sign that they have received, understand and agree to the terms of the California Online Public Schools Credit Card Policy before issuance. Once in the possession of the credit card, they are solely responsible for all purchases on the card and for ensuring that the card is not used by unauthorized personnel. Card numbers may not be distributed and should not be saved on any public devices and/or unsecured online accounts. Credit cards are issued for business related expenses, specific to the district’s operational needs that have followed the established purchase approval process before the transaction is made. All purchases must also be within the guidelines of this policy. Misuse of the card will result in cancellation of the card, withdrawal of the employee's credit card privileges, and discipline up to and including potential termination of employment. If the card is used for an employee's personal expenses, California Online Public Schools reserves the right to recover these monies from the employee cardholder. The method will be up to the discretion of the Superintendent of California Online Public Schools.

In all cases, payments for operational services (lease payments, payroll and other taxes, ongoing marketing efforts, utilities, student-related-service providers, etc.) contracted by the schools, and previously approved by the Board do not need to be countersigned or dually approved. All transactions will be posted on an electronic general ledger by a bookkeeper or through the account manager assigned by the approved financial services provider. This ledger will be maintained either with the local contracted bookkeeper, or with the Financial Service Provider in alignment with the standardized account code structure (SACS) and generally accepted accounting principles (GAAP), and will be available upon request by CalOPS or any School at any time. To ensure segregation of recording and authorization, the bookkeeper or assigned account manager may not co-sign check requests or purchase orders or approve purchases or expenses.

New bank accounts or changes to existing bank accounts may be initiated by the Director of Finance, Superintendent or Board Chair with Board Approval. Each school is to have at least one account to receive and expend monies dedicated to the operational needs of the school. For all funds, the Board must appoint and approve all individuals authorized to sign checks or electronic payments in accordance with these policies. The Executive Cabinet, Director of Finance and the Assistant Director of Finance act

as the Account Administrators and will be responsible for managing access and the internal controls through a dual process initiation and approval process with no one person able to complete both steps. Bank access, including view only access, is to be limited to assigned board members, Superintendents, appropriate employees in the Finance Department, Director of Operations and Director of Educational Services and the Financial Service Provider unless otherwise approved by the Board of Directors. Money transfers outside of the internal accounts must follow a dual approval process limited to one Executive Cabinet member, the Director of Finance or Assistant Director of Finance, with no one person doing more than one step consecutively. Additionally, the Financial Service Provider may be given access to initiate and approve payroll transactions also using a dual initiation and approval process. Fraud protections, including but not limited to Positive Pay and ACH Block or the equivalent, will be established on all accounts and reviewed annually for the most secure options.

The Schools may hold funds received on behalf of the school in a county treasury account and passed through to CalOPS' commercial bank upon request of the Director of Finance, Executive Cabinet and/or board approved designee when required by the MOU. Transfer from these accounts may be pre-scheduled or per request. Requests can be initiated by the Superintendent, Director of Finance or designee or the Board Chair. Funds can be moved electronically or via check.

Cash and checks collected for CalOPS must be handled, verified and deposited by at least two different staff separately and recorded by the Finance Service Provider. At no time should one sole person perform two consecutive steps of the cash handling process. All persons handling cash on behalf of the schools must complete a mandatory training prior to participating in any collection of cash. All funds must be promptly logged in a receipt log and securely stored until transferred to the designated staff members for processing and deposit. Deposit will be reconciled by the Financial Service Provider at month end.

All agreements in the amount of one hundred thousand ($100,000) dollars or more require board approval. Unless otherwise authorized or designated by the Board, all contracts entered into by the CalOPS for a monetary amount over one hundred thousand ($100,000) dollars shall require the signature of the Superintendent or Board Chair. Routine contracts for the operation of the School such as for field trips, school events, state testing proctors and testing sites, janitorial services, other services etc. in a monetary amount of less than one hundred thousand ($100,000) dollars may be signed by the Executive Cabinet after full review from the Director of Finance. All contracts must be shared with the Finance team for recording keeping and oversight.

Fraud Protection

It is in the best interests of CalOPS to prevent fraud. Reporting of potential fraud is encouraged, and employees have access to the whistleblower policy included in the Employee Handbook. The employee policies also include a description of both unethical behavior and of the professional and ethical behavior expected of all employees of CalOPS. Methods to report unethical conduct are described, including confidential and anonymous methods to raise a concern or report fraudulent or otherwise illegal or unethical behavior. Creating a culture of professional and ethical behavior is an important goal which the leadership and management staff of CalOPS are responsible for.

Strong internal controls also prevent fraud and misuse of School funds. The administrative staff is responsible for creating and carrying out strong internal control processes, for being well informed about the various types of fraud, for creating a culture of accountability and honesty, and for implementing actions to limit the possibility of fraud. The internal controls, as described throughout this policy, help limit the opportunity, incentive, capability and rationalization which make fraud more likely, and also helps to identify the person suspected while excluding innocent individuals from suspicion.

The School's accounting data will be backed up regularly by the designated staff in the Finance Department and the Financial Service Provider to ensure the recoverability of financial information in the event of fraud or lost data due to other uncontrolled reasons. Further, the School specifically requires that:

- No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the School's books and records.
- Receipts and disbursements must be fully and accurately described in the books and records.
- No false entries may be made on the books or records, or any false or misleading reports issued.
- Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.
- All accounts will include the most up to date security functions such as ACH Block and Positive Pay.
- Employees are responsible for immediately reporting questionable or suspicious activity to their Supervisor, the Executive Cabinet or the Schools' Board of Directors. This includes reporting any concerns regarding the potentially improper activity. This could range from financial concerns such as theft or misstated financial statements to workplace concerns such as harassment, discrimination, safety issues, substance abuse, etc.

Conflict of Interest

CalOPS complies with all applicable laws regarding conflicts of interest and related party transactions, including, but not limited to, the California Corporations Code, the Political Reform Act, and Government Code section 1090.

It is the policy of CalOPS that all school officials, including board members, officers, and employees, shall not place themselves in any position where their private, personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence. School decision-makers shall be neither personally nor financially interested in any contract made by them in their official capacity.

Related Party Transactions

Prohibited related party transactions shall include but not be limited to transactions between CalOPS and members of the Board, management, contracted management organization, employees, related individuals and affiliated contractors/consultants. Examples of related individuals within the scope of this definition include spouses, domestic partners, parents, children (natural adopted, legal or guardianship), step-relationships, spouses of children, grandparents, grandchildren, siblings, father-in-law, mother-in-law, sister-in-law and brother-in-law of a board member or school employee.

The schools will not be operated for the benefit of any affiliated or unaffiliated organization or any individual in his or her own private capacity or individuals related to the Charter School or members of its management, unless the private benefit is considered merely incidental. This private benefit preclusion will extend to:

A. Sale or exchange, or leasing, of property between the agency (Charter School) and an affiliated or unaffiliated organization or a private or related individual.

B. Furnishing of goods, services or facilities between the agency and an affiliated or unaffiliated organization or a private or related individual.

C. Payment of compensation, unless authorized by the Board of Directors, by the School to an affiliated or unaffiliated organization or a private or related individual.

D. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Schools.

Nepotism

Nepotism describes a work-related situation in which there is the potential for favoritism toward a family member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) based on the familial relationship.

It is the policy of CalOPS to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a school decision-maker and his or her family member. This policy ensures effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all school board members, employees, individual consultants hired or retained by the school, and school services providers hired or retained by the School.

Relationships between School board members, employees, consultants, or school services providers are permissible under the following circumstances:

(a) Family Members of the School board members shall not be eligible for employment. Family members, for this purpose, shall be spouses, domestic partners, parents, children (natural adopted, legal or guardianship), step-relationships, spouses of children, grandparents, grandchildren, siblings, father-in-law, mother-in-law, sister-in-law and brother-in-law of a board member.

(b) Family members of employees, individual consultants, or school services providers shall not be hired for or retained in an employment position if one family member would have the authority or be in a position to supervise directly or indirectly, hire, or discharge the other.

(c) Any time an employee, individual consultant, or school services provider is a family member of another, the relationship shall not adversely impact work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or school services provider(s), or in the case of a board member, in the discretion of the school board of directors.

(d) Any time a board member, employee, individual consultant, or school services provider is a Family Member of another; the relationship shall not create an actual conflict of interest under the law and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor (s) of the employee(s), consultant(s), or school services provider(s), or in the case of a board member, in the discretion of the school board of directors.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or school services provider to state whether he or she has a family member who is presently employed by or on the Board of the school, but such information may not be used as a basis for an employment decision except as stated herein.

Human Resources shall coordinate with the current employee’s direct supervisor to develop appropriate plans to ensure that a family member’s employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then Human Resources will deny the employment application.

Human Resources will investigate reports of nepotism and take appropriate action. Employees must immediately disclose changes in their personal situations to Human Resources, which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the school decision makers.

Accounting

The accounting policies and financial reporting adopted are consistent with the not-for-profit requirements of the Financial Accounting Standards Board (FASB). FASB is the recognized standard setting body for establishing not-for-profit accounting and financial reporting principles.

The accounts of the Schools are organized on a basis of the California School Account Code Structure or SACS. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures.

General Operating Fund

This fund of each respective school is used to account for all financial resources associated with the operation of each respective school.

Inter-school Transfers, Intra-organizational Loans and Blending of Funds

The Organization governs and operates multiple charter schools. It is important to keep accurate fiscal records for each school separately as each is its own Local Educational Agency for funding purposes, and each has its own authorizer and serves students in different counties. It is also important to maximize efficiency of operations and keep fiscal records for CalOPS as a whole. For this reason, funds from the different Schools may be commingled but shall not be blended, as defined below.

Commingling mixes or joins funds, however the origin and use must be identified or source and the use of the funds must always be traceable to the school originally allocated to, audited and documented. Funds may be mixed together, but they shall be accounted for separately.

Blending occurs when the origin, identity, source or use of the funds is lost or unidentifiable, and the transaction cannot be traced. The source of funds must be matched with the use of funds, and if the funds sources and uses cannot be tracked to the origin, identity and purpose, then the funds would be considered blended and the transaction is not auditable. Blending of funds should not occur.

Commingling of funds to such an extent that the funds become blended is prohibited. Inter-fund or inter-school loans and due to/due from transactions are allowable with advance Board approval and in accordance with the standards set forth in the FCMAT Charter School Accounting Manual. Because one non-profit corporation with one federal identification number oversees and operates multiple charter schools, allocation of expenses will take place, however, the accounting system and methods will be in place to ensure that blending of funds does not take place. In occurrences where school expenses are shared, central costs can be allocated to the schools based on a rational calculation of attendance percentages.

Transfer of Special Education funding between Schools of the Organization is not allowed under the policies of the Special Education Local Plan Area unless it is done in accordance with the Board-approved Fund Reallocation Policy. The organization shall avoid any transfer of Special Education funds between schools, as best as possible.

If there is a need for one School to access funds from a different School in CalOPS, temporary transfer of funds is allowable from a school with surplus funds to a school in need of funds. This type of transfer will take place as an Intra-Organizational Loan with Board approval and with the following terms:

- All intra-organizational receivables and payables that are settled or result in a zero balance as of the end of the fiscal year, as of the time the books for each school are closed, are not subject to any repayment terms or interest accruals.
- Any intra-organizational receivables and payables that are not settled to a zero balance as of the end of the fiscal year (as of the time the books for each school are closed) may be converted to an

intra-organizational loan agreement, which will include the terms of repayment, the interest rate, which, if not zero, shall be reasonable, and the duration of the loan. The final terms of such a loan are subject to approval by the Board at the next regular meeting, but no later than prior to the completion of the annual audits.

Revenues

The Schools will record revenue on the modified accrual basis of accounting, consistent with generally accepted accounting principles applicable to special-purpose governmental units.

Reserves and Fund Balance

Each School will maintain a minimum cumulative ending fund balance equal to 3% of the annual expenditures, with an ideal target of 10% of annual expenditures. However, one purpose of the reserve funds is the use in a year when revenue is lower so that school services and programs do not need to be reduced. The cumulative ending fund balance, otherwise known as the School's Reserves, will be considered "Unassigned/Unappropriated" unless the Board takes action to assign some or all of the Reserves to a particular designation.

Expenditures

Expenses will be recorded on a full accrual basis, if material, because they are always measurable when they are incurred.

Cash Management

A schedule of aged accounts and grants receivable is prepared monthly for each school. Aged account payables and receivables are also reflected in regular financial materials provided to the Director of Finance and key members of the Finance Department. Appropriate collection procedures are initiated, when necessary.

Outstanding checks aged over ninety days from the issue date will be flagged as outstanding and reviewed. After 180 days, the Finance Department will initiate follow-up procedures. This includes:

- Confirming with the vendor or payee whether the check was received.
- Reviewing mail delivery status and payment address.
- Determining if the check is lost or requires reissuance.

The Finance Department is responsible for tracking all receivables owed to CalOPS, including vendor credits, state or federal monies and third-party payments related to services or grants. No check should be withheld from the deposit unless it is legally imperfect (e.g., no maker signature). All accounts receivable entries must be recorded in the financial system with appropriate documentation and reviewed as part of the reconciliation process.

CalOPS reserves the right to collect payment for any fees incurred due to checks that are returned for insufficient funds or other bank-related issues. The School should never provide cash to any individual or organization in exchange for their personal checks.

Credit memos and adjustments must be reviewed and approved by the Director of Finance or designee. All write-offs or uncollectible balances must be presented to the Superintendent for review and documented in the schools' financial records.

Electronic Cash Collections

CalOPS may accept electronic payments for approved activities through board-approved platforms such as Zelle or similar systems. All payments must be directed to official CalOPS accounts designated by the

Finance Department. Under no circumstance may payments be sent to or accepted through personal accounts.

General Ledger

Each school will maintain its own accounting system, General Ledger activity and General Ledger closeout. To ensure that all General Ledger entries are current, accurate, and complete major controls have been established.

1. Timeliness of Entries — All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.
2. Support Documentation — All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.
3. Audit Trail — A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger to periodic reporting statements.

At the end of each month, a trial balance of all General Ledger accounts is prepared by the Financial Service Provider and reviewed by the Director of Finance. At the end of the fiscal year and after the annual audit, all income and expense accounts are closed out; and the general ledger balances must be aligned to the audited financial statements.

Compensations

Board Compensation

CalOPS Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred while engaging in CalOPS business. This may include communication stipends. All expenses need to be reasonable and allowable uses of public funds. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

The Board member incurring authorized expenses while carrying out the duties of the Schools will complete and sign a reimbursement report for the full board to review at the subsequent board meeting. The full Board will review the reimbursement report, and if they approve the report, it will be submitted to the Finance Department for payment.

Volunteer Compensation

Individuals volunteering with CalOPS shall do without compensation, but may be reimbursed for actual and necessary expenses incurred while engaging in CalOPS business. All expenses need to be reasonable and allowable uses of public funds and pre-approved by the Director of Finance or designee. Eligible travel expenses and amounts will follow the employee eligible expenses outlined in this policy.

Executive Compensation

At the time of hiring or increasing the compensation (including benefits costs) of any executive leadership position, the Board will review a comparison of salaries for such positions or positions with similar job duties at comparative schools or organizations and make a determination, to be recorded in the minutes of the Board, that the proposed compensation for each position is “just and reasonable”. The compensation study will be performed by an independent consultant or legal counsel who reports directly to the Board of Directors, not a subordinate of any of the executives.

Employee Compensation

Employees will be paid based on their position on the Board approved salary structure determined at the time of hire or most recent position change. Employees will be compensated based on their contract as a CalOPS employee under the following categories: full-time or part-time and 12-month or 10-month.

Discretionary Incentive Pay Policy

Qualifying employees of California Online Public Schools, a nonprofit public benefit corporation, may, from time-to-time, be awarded discretionary incentive pay subject to the terms and conditions of this Discretionary Incentive Pay Policy ("Policy").

Employer shall determine, with board approval, the following: (1) if any incentive pay will be awarded; (2) the amount of the incentive pay to be awarded; (3) additional eligibility factors for incentive pay, if any; (4) the recipients of the incentive pay; and (5) when incentive pay will be awarded and paid to recipients. Employees shall have no expectation of receiving any incentive pay under this Policy and there is no guarantee that an employee's receipt of incentive pay will result in receipt of any future incentive pay. This policy may be amended from time-to-time at the Employer's sole discretion, with Board approval.

Minimum Eligibility Requirements

To be eligible for incentive pay under this Policy, the employee must, at a minimum, be listed as a paid employee by the Employer on the date the payment is to be made. The Superintendent, with Board approval, may impose additional eligibility requirements in his or her sole discretion.

New Hire Payment

To help CalOPS hire the best possible candidates for employment and/or to fill those positions that are difficult to fill or are high-need, the schools have discretion to offer newly hired employees a one-time hiring incentive payment of up to ten thousand ($10,000) dollars per employee, with Board approval. CalOPS may award new hire payments where the Superintendent and Board agree that any of the following conditions exist: the position is in high need, there is a lack of qualified applicants, there is an urgency to fill the position, and/or any other relevant consideration.

Performance Payment

The Board has the ability to approve Performance Payments to encourage and reward excellent performance. Determination of such payments, shall be based on any of the following achievements or contributions by the employee as an individual or by the school as a whole: curriculum development, student performance improvements, positive evaluations, and/or any other relevant consideration. Employees must have advance administrative approval to undertake curriculum development or other projects that could qualify for a performance payment.

Independent Contractors

If the Organization or School engages anyone to provide services who are classified as an Independent Contractor, CalOPS will track and document the payments in a manner that will allow reporting to the IRS as required by law (https://www.irs.gov/businesses/smallbusinesses-self-employed/am-i-required-to-file-a-form-1099-or-other-information-return). A determination must be made in accordance with current state and federal guidelines as to whether a service provider qualifies as an Independent Contractor. If the contractor does not meet the currently recognized standards as an independent contractor, then that person will need to become an employee of CalOPS in order to provide the service. The Finance Department, the Financial Service Provider, and the Human Resources Department will be responsible for the required annual reporting for all Independent Contractors hired directly by CalOPS and will require appropriate documentation to support the proper reporting to the IRS and other applicable agencies, including

collecting an IRS W9 form from each contractor upon engagement, and then as needed when information is updated by the contractor.

Payroll

Payroll responsibilities are shared between the Human Resource Department, the Finance Department and the Financial Services Provider and consist of personnel requirements, personnel data, timekeeping, payroll processing and execution tasks.

All appropriate payroll‑related documentation must be provided to the Human Resource Department and filed with other relevant personnel data before any wages can be paid. Items include a federal I‑19 form, state and federal tax withholding forms, and an accounting of the use of sick leave.

The Human Resources Department will establish and oversee a system to prepare time and attendance reports and submit payroll data to the Financial Service Provider to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. Payroll statements will be reviewed throughout the year to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. Payroll is processed within 10 days after the period in which it is earned for hourly and salary employees and delivered on the 10th and 25th monthly with adjustments made for holidays and weekends to be delivered the last business day prior to. Finance will ensure adequate funding is available for each pay period, conduct reconciliations of aged payroll checks, issue stop payments and work with the Financial Service Provider to have payments reissued. Payroll payments can be reissued if lost once a payment is verified as not cashed/sent or if a check has been voided due to our aging checks policy. Stolen checks that have not been cashed may be reissued immediately. The Director of Finance must ensure a full investigation of the fraudulent activity is completed. Stolen checks that have been cashed may be reissued once a complete investigation with the school and the bank is conducted and a fraudulent activity claim has been made.

Timesheets

All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will submit and approve the completed timesheet. Incomplete timesheets will be returned to the supervisor and employee for revisions before the pay period has been locked by the HR Payroll Team. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or submitting in the timesheet (such as an employee calling in sick), the employee is responsible for notifying their supervisor or the HR Payroll Team to make other arrangements for the timesheet to be submitted on their behalf.

The designated Human Resource employee will maintain written records of all full-time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated Human Resource employee will immediately notify the Executive Cabinet if an employee exceeds the accrued sick leave or vacation pay or has any other unpaid absences.

2. Records will be reconciled when requested by the employee. Each employee must

maintain personal contemporaneous records.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to non-exempt employees and is defined as hours worked in excess of eight (8) hours within a day. Any hours worked in excess of an employee's regular work schedule must be

pre-approved by the supervisor, unless it is prompted by an emergency. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Cabinet and Director of Finance for further guidance.

Payroll Taxes and Reporting

The Financial Service Provider will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted. The Financial Service Provider will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. The Financial Service Provider will prepare the quarterly state returns for unemployment and disability, review the forms with the Human Resource Department, and submit the forms to the state on behalf of the school upon request.

Student Attendance Accounting

The Director of Finance or designee, in consultation with the Director of Operations and the Executive Cabinet, will establish and maintain an appropriate attendance accounting system to ensure each School claims only the average daily attendance that it is entitled to under state law. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California regulations defining Charter School Average Daily Attendance (ADA). In doing so,

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
2. The School's instructional calendar will include at least 180 days of instruction to avoid the fiscal penalty for providing fewer than 180 days of instruction as provided by regulations. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.
3. Independent study must be pre-arranged by the student's parent or guardian and the School and that the parent or guardian will be required to complete and submit documentation of engagement in instructional activity to the school in our student learning platforms as outlined by the school during orientation. Such study shall be in full compliance with law governing independent study.

Property and Liability Insurance

CalOPS shall ensure that it retains appropriate property and liability coverage in accordance with the respective state law. Directors and Officers liability insurance for the Board shall also be obtained. Insurance will be kept in force at all times with any minimum limits as outlined in the charter and state law. Certificates of insurance and/or additional insurance requirements will be provided upon request in order to meet the needs of CalOPS. CalOPS may also seek out and obtain additional insurance coverage, upon approval by the Board, if in the best interests of the Organization.

Assets and Liabilities

Bank Accounts

Bank Accounts for the indicated purpose and limitation(s) have been authorized by the Board of the Schools at a Federal Deposit Insurance Corporation (FDIC)-insured bank.

Petty Cash

The Executive Cabinet has the ability to allow each CalOPS office to maintain a petty cash fund not to exceed three hundred ($300) Dollars. Petty cash may be used for minor school-related expenses under fifty ($50) dollars and will be reconciled monthly. When this option is enacted, if the balance drops below one hundred ($100) dollars, the front desk designee may request a replenishment from the Finance Department using a completed Petty Cash Replenishment Form and attached receipts. Receipts must accompany all disbursements.

All use of petty cash requires pre-approval from the Director of Finance or a designated staff member in the Finance Department. Unauthorized or undocumented use of petty cash may result in denial of reimbursement, revocation of access, and referral to Human Resources for potential disciplinary action.

Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, receiving reports or other approved documentation are recorded as accounts payable.

CalOPS will pay its vendors via check, ACH or wire transfers. Vendors are required to submit all invoices to finance@californiaops.com, sped-finance@californiaops.org or via mail. Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis or as determined by the Director of Finance.

Accrued Liabilities

Accounting entries that reflect expenses that have not yet been paid or logged under accounts

payable during an accounting period will be considered and recorded as accrued liabilities. Some costs are salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as an accrued liability when entitlement to payment occurs.

Liability for Compensated Absences

Payroll and the accounting teams will work together to appropriately record compensation that arises from employees' absences from employment due to personal time off leave. When CalOPS expects to pay an employee for such compensated absences, a liability for the estimated probable future payments are accrued if all of the following conditions are met:

a. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.

b. The employee's right to receive the compensation for the future absences is vested or accumulates.

c. It is probable that the compensation will be paid.

d. The amount of compensation is reasonably estimable.

Compensated absences that are not required to be paid upon employee termination (e.g., paid sick leave) are only recorded when paid.

Debt

When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year and is recorded in the general ledger.

Loans, lines of credit, and other debt incurred on behalf of the Schools must be approved by the Board, and must specify all applicable terms, including the purpose of the loan, the interest rate and the repayment schedule. CalOPS and the Schools shall not make any loans to employees, Board members, or third parties.

Property and Facilities

Acquisitions and disposals of assets are carefully documented by the Finance Department with the support of the IT Department. There are two types of assets: depreciable assets, also known as capital assets (this includes land even though it is not depreciated), and assets the Schools will track for inventory purposes but not depreciate. When applicable, all assets purchased, shall be registered in the name of the CalOPS and not the name of an individual.

Cost basis is not the market value or list price of an asset; rather, it is the total amount invested in the purchase or the total amount paid, whether paid in cash or received in kind. The cost basis should include all charges related to the purchase, including the purchase price, sales tax, freight charges, and installation charges if applicable.

Asset purchases that cost Five Thousand ($5,000) Dollars or more and have a useful life of more than one year will be capitalized and depreciated. Remodeling of facilities and replacement of structural components are capitalized only when their cost exceeds Fifty Thousand ($50,000) Dollars.

The Financial Service Provider or local contractor shall establish, maintain and regularly update a listing of all equipment or furniture purchased by the Schools of with a value of over Five Thousand ($5,000) Dollars. When the individual piece of equipment or furniture has an initial value over Five Thousand ($5,000) Dollars it will be considered a capital asset rather than a noncapitalized expenditure. The listing shall include the original purchase price and date, a brief description, serial numbers or other identifying information when available, and other information appropriate for documenting the School's assets. The School shall maintain a separate segregated list of assets that were purchased with non-public funds, where applicable.

Inventory Management

The IT Department or designee shall establish and maintain an inventory of all non‑consumable goods and equipment worth over five hundred ($500) dollars. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

Constructed or Donated Equipment

Any equipment constructed by School employees or donated to the School will be received and managed by the Finance Department if the item has a value of five hundred ($500) dollars or more. The report will include a complete description of the property, the date it was manufactured or received, the number of items, the cost or estimated value, and a statement indicating whether it was constructed by employees or donated.

Donated equipment becomes the property of the School. Also, the Superintendent or designee should approve the receipt of the donation. If the equipment has no reasonable use or purpose for the Schools, the donation should not be accepted.

Standard Issued Equipment

All individuals associated with CalOPS will be issued the established standard equipment based on their association with the school and responsibilities. Users are responsible for the security of the equipment and its contents and will be held responsible for mismanagement. No user may use any of the School's property, equipment, materials, or supplies for personal use. Equipment must be returned when the users association with the school concludes. All materials should be returned to the instructed location within 30 days following the separation.

Equipment recipients are responsible for storing their equipment and all passwords in a secure location. Any lost or damaged equipment should be reported to the IT department as soon as possible. The IT Department should determine the proper course of action and should notify the School's insurance carrier and any outside authorities if deemed appropriate. If the asset is not recovered, it can be removed from the asset records.

Board Issued Equipment

All CalOPS Board Members will be loaned equipment to facilitate communication and aid in the oversight of the Schools in respect to their outlined board responsibilities. These tools are to include but not limited to a standard ipad.

Staff Issued Equipment

All CalOPS staff will be issued a standard laptop, mouse, keyboard, monitor, and USB hub. Staff in specified departments may receive additional equipment based on their daily job responsibilities.

Student Issued Equipment

Students are issued at minimum a laptop, mouse, and keyboard. Other items can be issued if deemed warranted by the Executive Cabinet or outlined in a student's IEP. Equipment not documented in an IEP and over the amount of One Thousand ($1,000) Dollars will be shared with the Board in its subsequent board meeting package.

Disposal of Property and Equipment

No item of property or equipment shall be removed from the premises without prior approval from the Executive Cabinet and Director of Finance. When property is retired, the appropriate asset in the fixed asset schedule will be adjusted and properly reflected in the accounting system.

CalOPS will follow the established laws pertaining to the disposal of school district surplus and obsolete equipment.

Transfers of items between CalOPS sites require approval from the Superintendent or Director of Finance. If assistance with moving items is needed, the Equipment Transfer Request Form must be submitted to the Finance Department. Transfers of items will require the receiving School to compensate the sending School the fair market value of the equipment at the time of the transfer.

Items with an original cost over one thousand ($1,000) dollars cannot be disposed of without approval from the Superintendent or the Director of Finance in accordance with state and federal law. Items originally costing less than one thousand ($1,000) dollars may be disposed of locally at the discretion of the Director of Finance in accordance with state and federal law, but documentation of the disposal must be maintained. Under no circumstances are items to be given away or sold to students, staff, or others.

Surplus items that still have value to CalOPS (Excess Equipment) must go through evaluation and appropriate disposition. To request the removal of surplus items, the Surplus Equipment Declaration Form must be completed and submitted to the Finance Department. Items will be moved based on available resources and priorities. Information about functional surplus or excess items that may be available for use can be obtained from the Finance Department.

Leasing Agreements

A lease can be classified as either a finance lease or an operating lease. The Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, describes the criteria for determining which of these two classifications applies. A lease will be classified as a finance lease if any one of the following criteria is met at lease inception:

- The lease transfers ownership of the asset to CalOPS by the end of the lease term.
- The lease contains a purchase option that CalOPS is reasonably certain to exercise.
- The lease term is for the major part of the remaining economic life of the underlying asset.
- The underlying asset is so specialized in nature that it is expected to have no alternative use to the lessor at the end of the lease term.

If none of the above criteria are met, the lease is classified as an operating lease.

Any lease for which none of the four preceding statements is true or that is immaterial in nature will be recognized and accounted for as an operating lease. An operating lease is similar to a rental agreement in that the monthly lease costs are expensed.

The School, through the CalOPS Offices, will maintain a list or inventory of capital leases and operating leases; the list should include all relevant lease terms.

Lease Improvements

Leasehold improvements, including painting, will be capitalized if they relate to the occupancy of a new facility or a major renovation of an existing facility and meet the capitalization threshold of Fifty Thousand ($50,000) Dollars.

Repairs

Expenditures for maintaining equipment or an existing building are not capitalized; they are expensed as a repair.

Purchasing and Procurement

The Executive Cabinet may designate staff from the extended leadership team and other key staff such as Administrative Assistants to submit purchase requests on behalf of their departments to the Finance Department. Any individual requesting an authorized purchase for the purpose of CalOPS must provide the Finance Department with appropriate documentation for the approval of the purchase requests.

All authorized purchases should be processed through the Finance Department. In the rare instance when a purchase must be made using personal funds, the purchase must still have the appropriate documented approval on file prior to the purchase being made and will be promptly reimbursed upon receipt of appropriate documentation of the purchase. Reimbursements will be based on the date in which the reimbursement was approved and the payroll scheduled.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed.

All proposed non-payroll purchases and invoices are reviewed by the Finance Department for required vendor documentation and to ensure alignment with the Board-adopted budget and any applicable contracts. Payment cannot be processed until the vendor’s profile is fully established and approved by the Finance Department. All purchases, contracts, or check requests of one hundred thousand ($100,000) dollars or more require Board approval. This includes vendor contracts, even if the expenditure is budgeted.

CalOPS is committed to all procurements being completely impartial and based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc. All purchases will be reviewed to ensure they are in the best interests of the Schools and their funding sources. CalOPS will seek to obtain maximum value for all expenditures while acting above suspicion of unethical behavior at all times and avoiding any conflict of interest.

Comparable Bids

To ensure that public funds are spent responsibly, that vendors are given fair and equal opportunity to compete for CalOPS business, and that purchasing decisions reflect reasonable market value rather than price alone, CalOPS will follow a tiered comparable bids process based on the estimated dollar value of the purchase, contract, or service agreement.

For purchases funded in whole or in part by a Federal award, CalOPS will also comply with applicable Federal procurement requirements, including Uniform Guidance requirements for competition, price reasonableness, procurement documentation, and conflict-of-interest standards. Where Federal requirements are more restrictive than this policy, the Federal requirements will control.

- Purchases under $15,000: No formal comparable bids process is required. Staff should exercise prudent judgment to obtain reasonable market value and must keep documentation supporting reasonable market value.

  For federally funded purchases, this tier applies only to the extent permitted under the applicable Federal micro-purchase threshold. Micro-purchases may be awarded without obtaining competitive quotations if the price is considered reasonable and purchases are distributed equitably among qualified suppliers to the extent practicable.
- Purchases between $15,000 and $100,000: Staff must ensure that the contract represents a reasonable market value for the goods or services purchased. For purchases funded in whole or in part by a Federal award, staff must obtain and document price or rate quotations from an adequate number of qualified sources, as appropriate for the purchase and consistent with applicable Federal requirements. A quotation or comparable pricing source may consist of a formal quote, published pricing, a proposal, catalog pricing, documented online pricing, documented telephone or email quotations, or other documented pricing information sufficient to support a meaningful comparison and determination of price reasonableness. When multiple quotations are not reasonably feasible, the requesting staff member must document the reason in writing and retain alternate documentation supporting reasonable market value. The Director of Finance must approve the documented justification before award.

  For purchases not funded by a Federal award, staff must obtain and document a minimum of one (1) other comparable bid, in addition to the vendor or contractor selected, from a qualified vendor or contractor whenever reasonably feasible. A comparable bid may consist of a formal quote, published pricing, a proposal, or other documented pricing information sufficient to allow a meaningful comparison. Staff must prepare a brief written comparison summarizing the bids received, including price, qualifications, and any other relevant factors considered, and this comparison must be reviewed and approved by the Director of Finance prior to award. If another comparable bid cannot be obtained, the requesting staff member must document the reason in writing for the Finance Department’s records and must find an alternate means of documenting that the contract reflects a reasonable market value for the goods or services purchased.
- Purchases of $100,000 or more: Staff must obtain and document a minimum of three (3) written comparable bids from qualified vendors or contractors whenever reasonably feasible. A comparable bid may consist of a formal quote, published pricing, a proposal, or other documented pricing information sufficient to allow a meaningful comparison. Staff must prepare a brief

written comparison summarizing the bids received, including price, qualifications, and any other relevant factors considered, and this comparison must be reviewed and approved by the Director of Finance prior to award. If three comparable bids cannot be obtained, the requesting staff member must document the reason in writing for the Finance Department's records. Awards shall be made to the vendor offering the best overall value to CalOPS, considering price, qualifications, delivery timelines, quality, and other relevant factors, with the basis for award documented in writing. All purchases at this threshold require Board approval as outlined elsewhere in this policy. Documentation shall be maintained to support that the contract represents a reasonable market value for the goods or services purchased.

Purchase Splitting Prohibited

Staff may not divide or structure a single purchase, project, or ongoing need into multiple smaller purchases, contracts, or purchase orders for the purpose of avoiding the comparable bids requirements or Board approval threshold outlined above. The estimated dollar value used to determine the applicable tier must reflect the reasonably anticipated total cost of the good, service, or project, including any renewal periods, extensions, or recurring purchases of the same or similar goods or services from the same vendor within a twelve (12) month period. Staff who are uncertain whether a series of related purchases should be aggregated for purposes of this policy should consult with the Director of Finance prior to initiating the purchase. If a contract that was initially not anticipated to cross into the next tier is later determined to need to cross into the next tier due to more students needing to be served, then the process for the next tier shall be followed. In all cases, the Director of Finance shall ensure that the contract reflects a reasonable market value.

Exemptions from the Comparable Bids Process

The following are exempt from the comparable bids requirements above but still must have a documented reasonable market value:

- Contracts for services provided by a public agency, another government entity, or a utility where no competitive market exists.
- Sole source purchases, where only one vendor can reasonably provide the good or service, provided the sole source justification is documented and approved by the Director of Finance.
- Emergency purchases necessary to protect the health and safety of students or staff, or to prevent significant interruption to school operations, provided such purchases are reported to the Board at the next regular meeting.
- Renewals or extensions of existing contracts previously subject to a comparable bids process, provided the terms remain substantially the same.
- Purchases made through established cooperative purchasing agreements, piggyback contracts, or other government purchasing programs that have already conducted a competitive process.

Purchase Requisition

Authorization to make purchases is granted by the Director of Finance and is limited to personnel who have completed procurement training and have been assigned purchasing responsibilities.

All purchase requisitions must be submitted through the school's designated purchasing system or form. Requisitions must be reviewed and approved by the CalOPS administrator or their designee and then submitted to the Finance Department for budget verification and final processing. Unauthorized purchases made without proper requisition and approval may not be reimbursed and may result in disciplinary action.

Purchase Orders

The Finance Department will issue Purchase Orders, when applicable upon the approval of a Purchase Requisition. All Purchase Orders and Payment Requests must be signed by a member of the Executive Cabinet, Principal or Director and the Director or Assistant Directors of Finance. Purchases Orders will be reconciled regularly by the Finance Department for timely closures and accurate financial reporting.

Purchasing Deadlines

To ensure timely processing of orders and compliance with fiscal year closeout procedures, all Purchasing Requisitions must be submitted to the Finance Department by April 30th of each fiscal year. Exemptions can be made on a limited basis for urgent matters and end of the year activities that cannot meet the deadline due to variables outside of CalOPS' control.

Staff Events and Field Trip Supervision

CalOPS may authorize staff and students to attend in-person events in support of instruction, enrichment, and community building. Events may include academic competitions, curriculum-based field trips, student showcases, required schoolwide training, and/or staff planning retreats.

Staff Participation

The following events are designated as required for applicable staff:

School-Wide:

- Back-To-School Conference
- Beginning-of-the-Year Festival*
- Mid-Year Festival*
- End-of-Year Festival*
- State Testing

Grade Level Specific

- High School Graduation*
- Administrative and Instructional Retreats

*Not required for out-of-state staff. If participation is warranted it must be pre-approved by the staff's grade level administrator in coordination with the Director of Finance or designee. Supervisors may assign other duties or participation tasks in replacement of physical travel. Travel and associated costs (e.g., mileage, lodging if eligible) must align with the CalOPS travel policy and be submitted through the standard pre-approval process.

The Executive Cabinet has the right to re-evaluate this requirement as needed at any time.

Student Activities

CalOPS encourages credentialed teachers to plan, coordinate and supervise student activities for the purpose of socialization, celebration, and academic enrichment. These activities serve as an extension of the instructional program, peer interaction, and school community engagement. Teachers must have approval from their supervisor prior to the execution of any activity. A Purchase Requisition must be completed for all expenses associated with the activity. Staff attendee's reimbursements must align with this Fiscal Policy.

All teachers and staff participating in the student activity must have access to emergency contact information, student medical needs, and a communication plan in case of emergencies.

Field Trips

All student field trips must meet CalOPS' established safety and supervision standards, including appropriate student-to-teacher ratios, guardian participation, and transportation guidelines when applicable. CalOPS will not be responsible for the participation of non-CalOPS students or guests. Costs associated with guardians or non-CalOPS guest attendees must be covered independently and are not eligible for reimbursement.

Events

CalOPS staff may organize school-sponsored student events such as prom, grad night, meetups, festivals, and other enrichment activities to support student engagement and social connections. All events must align with CalOPS' safety and supervision standards. Some events may require CalOPS' students to pay a participation fee that is not eligible for reimbursement. CalOPS will not be responsible for the participation of non-CalOPS students or guests. Costs associated with guardians or non-CalOPS guest attendees must be covered independently and are not eligible for reimbursement.

Staff Expenses and Travel Reimbursements

CalOPS reimburses necessary business travel and related expenses for employees and members of the Board of Directors in alignment with public fund policies. Reimbursement is limited to travel that serves an official school purpose and follows CalOPS' Fiscal Policies. Reimbursable expenses must be reasonable, documented with original itemized receipts, and pre-approved.

Eligible travel includes:

- Lodging
- Mileage
- Meals
- Transportation (e.g., airfare, car rental)

Travel must be pre-approved using the designated travel request process. Lodging and flights must be secured using a CalOPS' credit card or by the Finance Department. Additional details will be outlined in the Travel Policy.

Lodging

As stated in the previous paragraph, lodging and flights must be secured using a CalOPS' credit card or by the Finance Department. Employees may not book their own hotel stays for reimbursement. Once a hotel is booked, any changes, upgrades or extensions to stays will not be covered by CalOPS without prior approval by the Finance Department or Superintendent.

Hotel arrangements may be requested under the following conditions:

- If the work location is 30 miles or more from the employee's home AND the assignment is two or more days, the employee may request lodging starting after the first day of work and ending the morning of the last day.
- If the work location is 90 miles or more from the employee's home AND the assignment is one day only, the employee may request lodging for the night before the assignment.

Meal Reimbursement

CalOPS provides meal reimbursements for staff traveling on approved CalOPS business. The reimbursement is intended to cover the reasonable cost of meals while traveling requires submission of itemized meal receipts.

Daily Reimbursement Allowances

Full Travel Days

- Breakfast: $25
- Lunch: $25
- Dinner: $50

Partial Travel Days

For travel days that do not cover a full 24-hour period, the reimbursement amounts shall be prorated based on the meals reasonably available to the employee given their departure and return times, as follows:

- Breakfast ($25): payable if travel begins at or before 7:00 a.m.
- Lunch ($25): payable if travel includes the period between 11:00 a.m. and 2:00 p.m.
- Dinner ($50): payable if travel ends at or after 7:00 p.m.

Reimbursements will not be approved for local travel unless specified by the Director of Finance. For example, if an employee is traveling to the local office for the day, they may not be eligible for a meal reimbursement.

An employee may submit a reimbursement claim corresponding to meals reasonably encountered during travel, based on the above schedule, for the first and last day of travel. Full travel days are allowable for each full day of travel in between.

Meals Provided at No Cost

If a meal is provided at no cost to the employee — including meals included in conference or event registration, airfare, lodging, or otherwise furnished by a third party — reimbursement for that meal is not allowable. For example, an employee whose lunch is included in a conference registration fee may only request a reimbursement for the breakfast and dinner for that day, in accordance with the Full Day and Partial Day allocations outlined above.

Documentation and Substantiation

To maintain compliance with IRS accountable plan requirements, employees must submit a travel itinerary or trip summary identifying the business purpose of the trip, dates and times of departure and return, and destination. Itemized meal receipts are required. Reimbursements made in accordance with this policy and properly substantiated as to business purpose, time, and place are not treated as taxable wages to the employee.

Transportation Reimbursements

Staff may be eligible for mileage reimbursements, rental car reimbursements or air travel for approved school-related business, based on the guidelines below. All travel must be pre-approved by the staff's Principal or Director and is subject to reasonable Public Funds Policies, including practical and cost effective considerations that could override the following:

Mileage and Transportation Thresholds:

- 0-350 miles (one way): Reimbursement will be based on the current IRS mileage rate.
- 351+ miles (one way): Staff must travel by air.

Rental cars will only be reimbursed when travel is not local and the staff travels to or from an airport or hotel for business purposes. All other travel will be subject to mileage reimbursement only.

Mileage Reimbursement Requirements

Mileage will be reimbursed at the current IRS rate. Reimbursements must be submitted through Concur and must include the purpose of travel, event dates, total miles driven and any special written approvals if applicable. Reimbursement claims should be submitted within 30 days of the event.

Rental Car Use and Reimbursements

Rental Cars are only reimbursed in rare circumstances; for instance, when a staff does not have access to their own means of transportation because the approved business-related event is not in their local area and air travel was required for attendance. Rental cars are not reimbursable solely because an employee does not have access to a personal vehicle.

Rental cars beyond mid-size will not be reimbursed unless given prior approval by the Director of Finance. This approval is reserved for special circumstances such as carpooling and/or transporting supplies or equipment for business purposes. Requests for larger vehicles (SUVs or vans) must include written justification.

The following rules apply to rental car use:

- Fuel costs are reimbursable with original itemized receipts.
- Staff must re-fuel the vehicle before returning it to avoid additional charges.
- Optional insurance coverage (e.g., collision damage waiver, liability insurance) will not be reimbursed unless it is pre-approved by the Finance Department and determined necessary.

Failure to comply may result in the denial of reimbursement and additional restrictions on future travel privileges. Repeated misuse or submission of ineligible expenses is considered abuse of public funds and may also result in actions led by Human Resources including but not limited to potential disciplinary action.

Temporary Living Arrangement (TLA) Reimbursements

CalOPS staff are dedicated to ensuring that students do not face barriers to accessing academic and extracurricular activities [42 U.S.C. § 11432(g)(1)(F)(iii)]. Students that meet the relevant eligibility criteria under the McKinney Vento Act (MKV Act) will be identified as Temporary Living Arrangements (TLA) students and will be considered for additional resources to ensure their access to our curriculum, materials and program are sufficient for academic growth. Expenditures must align with their educational pursuits and need for academic focus and engagement.

CalOPS is not responsible for directly covering costs or waiving fees for extracurricular activities. Support for needs beyond those required for academic instruction may not be funded by the Schools, however, when known, staff should involve the appropriate team that will attempt to connect immediate resources from other agencies to help support such costs.

All purchases and reimbursement claims must follow the Purchasing and Procurement standards including pre-approval. The Finance Department reserves the right to deny claims that do not relate directly to the school support plan, comply with policy guidelines or lack appropriate documentation. Staff will not process payments that would be deemed gifts of public funds.

Family Reimbursements for School-Hosted Events

Families may be eligible for reimbursements related to costs for approved school-hosted events. Reimbursements are contingent upon prior approval by the Finance Department and must align with allowable use of public funds policies.

Eligible reimbursements may include travel, meals, or lodging costs for CalOPS-enrolled students only, when attending a pre-approved school-sponsored academic or enrichment event. In limited cases, expenses related to a guardian may be considered for reimbursement, but only with prior written approval from the Finance Department and where such expenses are deemed necessary to support the student's participation.

The Finance Department reserves the right to deny claims that do not comply with policy guidelines or lack appropriate documentation.

Fundraising, Donations, and Grants

While the majority of the revenues for the Schools are from government sources, the Schools can receive donations from private sources. All such monies must be tracked separately from the Schools' allocated revenues.

Donated funds must be used according to donor intent and applicable restrictions. For all donations, the recipient collecting the funds on behalf of CalOPS must submit a completed Donation Information Sheet with the deposit for all cash donations and all property (tangible goods). If the donation exceeds five thousand ($5,000) dollars in value, it must first be accepted by the action of the Board and the donor should indicate the purpose of the donation and any restrictions on use so the Board can determine whether to accept the donation and abide by any restrictions. Donated funds should not be used to pay for personnel costs, unless otherwise approved by the Board. If a single donation of two hundred fifty ($250) dollars or more is received, the Organization will issue a written acknowledgement to the donor.

Fundraising campaigns and grant applications must be pre-approved by the Superintendent. In order to be approved, the individual planning the fundraiser must submit a proposal in advance of the event so that all fundraising efforts may be coordinated. At the conclusion of all approved fundraisers, the planner of the fundraiser must complete a Fundraiser Close Out Form summarizing cost, monies received and overall participation details. Submission of this form should be provided to the Superintendent and Director of Finance.

Fundraising or grant solicitation activities over one hundred thousand ($100,000) dollars on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Students and/or Staff may on occasion organize fundraisers that benefit other charitable organizations or private persons (for example a family experiencing a severe loss), but funds for these activities should not flow through the Schools' accounts and funds should go directly to the organization who is benefitting from the fundraiser.

No staff member is to accept any special gifts or bonuses as a result of fundraising efforts or any efforts done on behalf of CalOPS.

Coversheet

Approval of Addition to Tech Refresh: Document Camera Purchase (attached)

Section: VI. Action Items
Item: A. Approval of Addition to Tech Refresh: Document Camera Purchase (attached)
Purpose: Vote
Submitted by:
Related Material:
261110_Teacher_Document_Camera_Purchase_BIM_-_CalOPS.docx.pdf
Quoteba7ca332-6cb5-4000-a7c2-95ad71637b44_1793650715850.pdf
IPEVO P2V Ultra Object Camera (1).pdf

California Online Public Schools

Board Information Memo

SUBJECT: Teacher Document Camera Purchase

Category (Contract Approval, Policy, Personnel, General Approval. etc.): General Approval

Date: 11/10/2026

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 teachers deliver instruction in a fully virtual environment. Staff propose purchasing 445 IPEVO P2V Ultra document cameras for all CalOPS teachers, including approximately 25 cameras held in stock for future hires.

A document camera turns a teacher's desk into a live teaching demonstration. Students see whatever the teacher places in front of the camera in real time.

Rationale (Why is this important and why is this coming to the Board):

Document cameras allow teachers to recreate classroom learning experiences virtually. The camera projects a live, close-up image of objects and demonstrations onto students' screens, so all students can see each step at once.

This is especially valuable in special education, where teachers model hands-on skills such as manipulating objects, completing life-skills tasks and working through academic materials. Providing a camera to every teacher gives all CalOPS students access to live demonstrations, regardless of their teacher or school.

Including tax, this purchase exceeds the $100,000 threshold for Board approval under the CalOPS Fiscal Policy.

Evidence of Due Diligence:

Staff obtained quotes for the IPEVO P2V Ultra full package from SoftMSP and Amazon Business. SoftMSP's quote includes the camera, clip, stand and clamp.

	SoftMSP	Amazon Business
Unit price	$213.00	$215.00
Cameras (445)	$94,785.00	$95,675.00

Freight	$499.00	$0.00
Total before tax	**$95,284.00**	**$95,675.00**

SoftMSP's total before tax is $391.00 lower than Amazon Business, including freight. The Amazon Business quote excludes tax, and it is a marketplace offer whose pricing and availability may change. Applying SoftMSP's 8.75 percent tax rate to the Amazon Business quote for comparison would bring its total to $104,046.56, or $468.87 more than SoftMSP.

Fiscal Impact:

SoftMSP (Quote 20261103-093058711)

Item	Qty	Unit Price	Total
IPEVO P2V Ultra document camera, full package	445	$213.00	$94,785.00
Freight	1	$499.00	$499.00
		Subtotal	$95,284.00
		Tax (8.75%)	$8,293.69
		Total	**$103,577.69**

The quoted total is $103,577.69. To allow for an increase of up to 1 percent in the tax rate, which would add $947.85, staff is requesting approval of a not-to-exceed amount of $105,000, rounded up to the nearest $1,000.

This purchase will be funded from the $1,750,000 budget allocation for capitalized equipment. Spending from this allocation has totaled $1.05 million through 9/30/2026.

Potential Conflicts of Interest: N/A

Recommendation/Board Action (if applicable): Staff recommends approval.

Motion to approve the purchase of 445 IPEVO P2V Ultra document cameras from SoftMSP in an amount not to exceed $105,000.

Prepared/Recommended/Approved By:

Dan Hertzler
Director of Operations

LaChelle Carter
Director of Finance

amazon business

QUOTATION

Delivery Zip code: 92882

Issued by
Amazon.com
Amazon Account Manager
Shaina Biller
Emailbillersh@amazon.com

Quote Total (excl. Tax): $95675.00

S.No.	Brand	Product	QTY	Unit Price	Total (excl. Tax)
1	IPEVO	B0CZ3NBV1F IPEVO P2V Ultra 4K/13MP Object Camera with Full Package, 1cm Super Macro Focus, Handheld, Doc Cam, Built-in Mic with AI Noise Reduction, for Close-up Demo, Teaching, Presentation & Online Meeting	445	$215.00	$95675.00

SHIPPING/HANDLING	$0.00
Quote Total	$95675.00

Terms & Conditions (Spot Buy Section)

Price and availability are only valid until the offer expires and can be revoked by the seller until the quote is accepted
This is an Amazon Business marketplace offer, pricing and availability might change.

SoftMSP

IPEVO P2V Ultra Object Camera

Quote created: November 3, 2026 Reference: 20261103-093058711

California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
United States

Sheryl Mosso
smosso@californiaops.org
(949) 482-3252

Comments

Sangar Safi - SoftMSP

Products & Services

IPEVO P2V Ultra Object Camera

IPEVO P2V ULTRA FULL PACK USB 13MP OBJECT CAMERA+CAMERA STAND
Mfr: IPEVO, Inc. Full Pack: P2V ULTRA Camera x1, Camera Clip x1, Camera Stand x1 and Camera Clamp x1

445 x $213.00
+$8,293.69 CA Tax Rate

Freight

Freight

1 x $499.00

One-time subtotal	$95,284.00
Tax (8.75%)	$8,293.69
Total	$103,577.69

This quote expires on December 3, 2026

Purchase terms

Questions? Contact me

Sangar Safi
ssafi@softmsp.com

SoftMSP
271 Ott Street Unit 19 Suite 120
Corona, CA 92882
USA