

**NONPUBLIC SERVICES MASTER CONTRACT**

*General Agreement for Nonsectarian,  
Nonpublic School and Agency Services*

LEA: Compass Charter Schools

NPA/NPS : El Paseo Children’s Center \_\_\_\_\_

Contract Year: 2021-2022 \_\_\_\_\_

**RECITALS**

**THIS AGREEMENT** is made and entered into as of the 1st day of July 2021, and commencing on that same day of July 2021, by and Compass Charter Schools (hereinafter “Compass” or “LEA”) and El Paseo Children’s Center (hereinafter “El Paseo Children’s Center”). Collectively, Compass or LEA and CONTRACTOR shall be referred to as the “Parties”:

**WHEREAS** CONTRACTOR is a special education services company, performing related services and management, including Special Education administration and support, psychology services, counseling services, education specialists, instructional aides, speech therapy services, and other services as designated;

**WHEREAS** CONTRACTOR is a California certified non-public agency (“NPA”);

**WHEREAS**, as of July 1, 2021 , Compass will be a member of the El Dorado SELPA (“SELPA”) and deemed a local educational agency (“LEA”) pursuant to Education Code § 47641(a) for the purposes of compliance with federal law and for eligibility for federal and state special education funds, and;

**WHEREAS** Compass wishes to contract with CONTRACTOR to provide special education services to Compass students on an “under arrangements” basis, and to establish a program for providing special education services to enrolled students;

**WHEREAS** CONTRACTOR possess the requisite license, training and experience to provide the services called for in this Agreement, and is prepared to assume the responsibility of providing selected special education services for Compass student(s); and

**NOW, THEREFORE**, in consideration of Compass paying to CONTRACTOR the compensation and CONTRACTOR performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

### **1. MASTER CONTRACT**

1.1 This Master Contract is entered into on July 1, 2021 between COMPASS CHARTER SCHOOLS, hereafter referred to as the LOCAL EDUCATIONAL AGENCY (“LEA”), a member of the El Dorado Charter SELPA, and El Paseo Children’s Center, a nonpublic, nonsectarian school/agency, hereafter referred to as NPA 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. It is understood that this Master Contract does not commit 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 for any student, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR on a student-by-student basis.

1.2 Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). The ISA shall specify CONTRACTOR’s obligation to provide all or selected service(s) specified within the Student’s IEP. The ISA shall be executed within ninety (90) days of a student’s acceptance by the CONTRACTOR. LEA and CONTRACTOR shall enter into a separate ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to Student’s IEPs and any other documentation and electronic database necessary to implement and document Student’s ISA. The ISA shall require CONTRACTOR to maintain the confidentiality of the Student’s educational records in accordance with the Families Educational Rights and Privacy Act of 2001 (“FERPA”) (20 U.S.C. § 1232g) and this Master Contract.

1.3 Nonpublic School Placement Costs: LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent. Notwithstanding the foregoing, LEA shall be responsible for the costs associated with nonpublic school placement as specified in (a) an order directing placement made by the Office of Administrative Hearings (hereinafter referred to as “OAH”), (b) a lawfully executed agreement between LEA and parent, or (c) the authorization by LEA for a transfer student pursuant to California Education Code section 56325.

### **2. CERTIFICATION AND LICENSES**

2.1 CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification, 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 nonpublic school/agency 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 Master Contract is executed by CONTRACTOR.

2.2 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.

2.3 Total student enrollment of the NPS operated by CONTRACTOR shall be limited to capacity as stated on CDE certification described in Section 2.1. Total student enrollment shall be limited to capacity as stated in Section 24 of this Master Contract.

2.4 In addition to meeting the certification requirements of the State of California, any program operated by CONTRACTOR outside of California shall be certified or licensed by the 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. § 1400 *et seq.*).

2.5 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 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 California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

2.6 With respect to CONTRACTOR's certification in Section 2.1, failure to notify the LEA and CDE of any changes in any of the following may result in the suspension or revocation of CDE certification and shall allow LEA to suspend or terminate this Master Contract at the discretion of the LEA:

- 2.6.1 credentialed/licensed staff;
- 2.6.2 ownership;
- 2.6.3 management and/or control of the agency;
- 2.6.4 major modification or relocation of facilities; or
- 2.6.5 significant modification of the program.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

3.1 During the term of this 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.

3.2 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).

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

### **4. TERMS OF MASTER CONTRACT**

4.1 The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (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. However, the parties acknowledge that any subsequent Master Contract shall be re-negotiated prior to June 30, 2022. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) In the absence of a successor or interim contract, this Agreement shall expire at the end of the Term.

4.2 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.

4.3 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**

5.1 This Master Contract governs the administration of each Individual Services Agreement (“ISA”), and each and every ISA is 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.

5.2 CONTRACTOR shall provide the LEA with information as requested in writing to secure a new Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and background clearance documentation, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued.

5.3 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)).

5.4 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 SERVICES AGREEMENT**

6.1 This Master Contract sets forth the basic terms under which LSA may approve an ISA for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students 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.

6.2 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. 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.

6.3 The ISA shall specify which service(s) included in Student's IEP CONTRACTOR will provide. If CONTRACTOR is a NPS, CONTRACTOR will implement all special education and services identified in a Student's EIP unless agreed upon otherwise. 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 two (2) 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 nonpublic school or agency.

6.4 If a parent 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.

6.5 CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

6.6 Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract are to be settled by the Dispute Resolution procedure set forth in Section 64.

## 7. DEFINITIONS

7.1 The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency identified in the first paragraph of this Master Contract, and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. 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 the administration of this Master Contract, unless otherwise specified in this Master 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 California 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she 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 but not limited to the standards contained in the California Business and Professions Code.
- e. Nothing in the foregoing definition of “qualified” 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)).
- f. 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 which authorizes the bearer of the document to refer to himself or herself using a specified professional title and to provide certain professional services 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).
- g. “Parent” means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, 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, a surrogate parent, 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). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- h. The term "days" means calendar days unless otherwise specified.
- i. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- j. 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.
- k. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

8.1 All notices provided for by this contract shall be in writing. Notices shall be mailed or emailed to the designated LEA representative and shall be effective as of the date of receipt by addressee.

8.2 All notices mailed 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**

9.1 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.

9.2 For purposes of this Master Contract, "records" shall include, but not be limited to all of the following:



- 9.2.1 student records as defined by California Education Code section 49061(b) including electronically stored information;
- 9.2.2 cost data records as set forth in Title 5 of the California Code of Regulations section 3061;
- 9.2.3 registers and roll books of teachers and/or daily service providers;
- 9.2.4 daily service logs and notes and other documents used to record the provision of related services including supervision;
- 9.2.5 daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; 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;
- 9.2.6 bus rosters;
- 9.2.7 staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;
- 9.2.8 records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets;
- 9.2.9 transportation and other related services subcontracts;
- 9.2.10 school calendars;
- 9.2.11 bell/class schedules when applicable;
- 9.2.12 liability and worker's compensation insurance policies;
- 9.2.13 state nonpublic school and/or agency certifications by-laws;
- 9.2.14 lists of current board of directors/trustees, if incorporated;
- 9.2.15 statement of income and expenses;
- 9.2.16 general journals;
- 9.2.17 cash receipts and disbursement books;
- 9.2.18 general ledgers and supporting documents;
- 9.2.19 documents evidencing financial expenditures;
- 9.2.20 federal/state payroll quarterly reports; and
- 9.2.21 bank statements and canceled checks or facsimile thereof.

9.4 Positive proof of attendance is required.

9.5 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, and date/time of access for each individual requesting or receiving information

from the student's record. 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. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

9.6 CONTRACTOR or LEA shall maintain copies of any written parental concerns granting or regarding access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations.

9.7 CONTRACTOR agrees, in the event of school or agency closure, to forward student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

9.10 Upon at least ten (10) calendar days' prior written notice of the date of an upcoming IEP meeting, CONTRACTOR shall provide the LEA with goal progress reports, service logs and any additional relevant data no less than three (3) school days prior to the IEP meeting.

9.11 All student records and financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

## **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 Los Angeles County.

### 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. LEA shall require the party seeking such modification to provide the LEA and CONTRACTOR thirty (30) days' prior written notice of any such demand for changes or modifications and a copy of the statute or regulation upon which the modification or changes are based.

### 14. TERMINATION

14.1 This Master Contract or an Individual Service Agreement may be terminated for cause by either party. For the purposes of this Master Contract, "cause" is defined as breach, misfeasance, or other inappropriate action of the other party. The term "cause" does not include any action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.2 This Master Contract or an ISA may not be terminated based upon the availability of a public class initiated during the period of this Master Contract, unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. The cause may also not be due the action or failure to act of the Student identified in the ISA, or of the Student's Parent.

14.3 To terminate this Master Contract for cause either party shall give the other party 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.

14.4 All ISAs shall be deemed void upon termination of this Master Contract, as provided in Section 5 or 6.

### 15. INSURANCE

15.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, 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 including but not limited to:

15.1.1 **General and Professional Liability.** General and professional liability insurance covering all activities of CONTRACTOR personnel during the executing of the

obligations under this Agreement with coverage of not less than- One Million Dollars (\$1,000,000) for any incident ,Two Million Dollars (\$2,000,000) annual aggregate per incident, and Three Million Dollars (\$3,000,000) excess liability policy for a maximum of Five Million Dollars (\$5,000,000) per aggregate limit.

15.1.2 **Worker's Compensation.** Worker's compensation insurance covering each employee providing in-person Services to LEA hereunder; workers' compensation insurance shall comply with all applicable legal requirements.

15.2 CONTRACTOR agrees to provide LEA with a Certificate of Insurance naming LEA as an additional insured on such general and professional liability insurance policies. Policies will be furnished to LEA for review upon request. LEA shall not obtain workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's employees.

15.3 If the CONTRACTOR is a NPS or Residential Treatment Center ("RTC"), additional insurance must be secured in accordance with law and standard practice as directed by LEA.

15.4 If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may propose an amendment to this Agreement to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

16.1 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, or the performance of any ISA, 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 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.

16.2 To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Officers, 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, or the performance of any ISA, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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).

## 17. INDEPENDENT CONTRACT

17.1 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 Agreement 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 Agreement 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.

17.2 If the LEA is held to be a partner, joint venturer, co-principle, 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 holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17.3 LEA and CONTRACTOR agree to the following rights consistent with an independent contractor relationship:

17.3.1 CONTRACTOR has the right to perform services for others during the term of this Agreement.

17.3.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of CONTRACTOR's services are consistent with the responsibilities set forth in the ISA.

17.3.3 CONTRACTOR has the right to hire assistants or to use employees to provide the services required by this Agreement.

17.3.4 CONTRACTOR or CONTRACTOR's employees shall perform the services required by this Agreement; LEA shall not hire, supervise or pay any assistants to help CONTRACTOR.

17.3.5 Neither CONTRACTOR nor CONTRACTOR's employees shall receive any training from LEA in the skills necessary to perform the services required by this Agreement.

17.3.6 LEA shall not require CONTRACTOR or CONTRACTOR's employees to devote full time to performing the services required by this Agreement.

17.3.7 Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of LEA.

## 18. SUBCONTRACTING

CONTRACTOR shall not subcontract duties assigned to CONTRACTOR pursuant to this Agreement or any ISA.

## 19. CONFLICTS OF INTEREST

19.1 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.

19.2 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 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.

19.3 Unless CONTRACTOR and LEA otherwise agree in writing, 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.

19.4 To avoid conflict of interest, and in order to ensure the independence and appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, 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, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

19.5 Only when no other appropriate assessor is available, LEA may request, and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

19.6 In the event that CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

19.7 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)**

21.1 LEA shall provide CONTRACTOR with a copy of the IEP including all relevant attachments of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student’s IEP and as specified in the ISA.

21.2 CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP and ISA.

21.3 Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall

impose no fee or 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).

21.4 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 nonpublic school.

21.5 CONTRACTOR shall be solely responsible for ensuring that facilities are adequate to provide LEA students with an environment which meets all state and local health and safety regulations and guidance.

21.6 CONTRACTOR may only 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.

21.7 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**

22.1 All nonpublic school and nonpublic agency 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., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

22.2 When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall:

22.2.1 utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum;

22.2.2 include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services;



22.2.3 be consistent with CDE's standards regarding the particular course of study and curriculum;

22.2.4 provide the services as specified in the student's IEP and ISA.

22.3 Students shall have access to:

22.3.1 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 a local education agency (LEA), that contracts with the nonpublic school:

22.3.2 college preparation courses;

22.3.3 extracurricular activities, such as art, sports, music and academic clubs;

22.3.4 career preparation and vocational training, consistent with transition plans pursuant to state and federal law; and

22.3.5 supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

22.4 When CONTRACTOR serves students in grades nine through twelve 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.

22.5 CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

22.6 When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA.

22.7 The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA.

22.8 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.

22.9 Any services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present.

22.10 Section 22.9 shall not apply to services provided by a CONTRACTOR that is a licensed children's institution or to the provision of emergency services, provided CONTRACTOR has a written authorization signed by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution ("LCI") CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

22.11 CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

22.12 When CONTRACTOR is a nonpublic agency, 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 nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the minimum instructional time requirements for Charter Schools in the state of California and shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one (1) teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing.

### **25. CALENDARS**

25.1 When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed one hundred and eighty (180) days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar.

25.2 Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall require or be interpreted to require the LEA to accept any requests for calendar changes.

25.3 Unless otherwise specified by the students' IEP, educational services shall occur at the CONTRACTOR's facility or in Student's home. A student shall only be eligible for extended school year services if such are included in his/her IEP 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.

25.4 Student must have actually been in attendance during the regular school year and/or during extended school year and actually 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 LEA's school program is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided before the execution of this Agreement shall be at the sole financial responsibility of the CONTRACTOR.

25.5 LEA shall provide a school calendar to CONTRACTOR prior to the initiation of services. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA is in session. 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.

## **26. DATA REPORTING**

26.1 CONTRACTOR shall provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall provide all data related to any and all sections of this Agreement and requested by and in the format required by the LEA.

26.2 It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system, Special Education Information System ("SEIS") for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

26.3 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 forms in LEA's sole discretion.

26.4 All data reporting and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

## **27. STATEWIDE ACHIEVEMENT TESTING**

27.1 When CONTRACTOR is a nonpublic school, 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”), as appropriate to the student, and mandated by LEA pursuant to LEA requirements and state and federal guidelines.

27.2 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. CONTRACTOR shall provide test administration by CONTRACTOR’S qualified staff in accordance with LEA test administration protocols. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **28. MANDATED ATTENDANCE AT LEA MEETINGS**

28.1 CONTRACTOR shall attend LEA mandated meetings (via teleconference) 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, and standardized testing and IEPs.

28.2 LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

28.3 Attendance at such mandated meetings does not constitute a billable service hour(s).

## **29. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

29.1 CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2, federal law and regulation, and LEA policy regarding Student behavior and discipline. This includes, but is not limited to, the completion of Behavior Emergency Reports, emergency interventions, implementation of Behavior Intervention Plans, parental notice and prohibitions against restraint and seclusion.

- 29.2 In the event of a pupil-involved incident for which law enforcement was contacted, CONTRACTOR shall notify CDE and the LEA of the incident, in writing, no later than one business day after the incident occurred.
- 29.3 CONTRACTOR shall document the training of staff who will have contact or interaction with pupils during the school day in the use of evidence-based practices and interventions specific to the unique needs of the CONTRACTOR's population. This training shall be provided within thirty (30) days of employment to new staff and annually to all staff who have any contact or interaction with pupils during the school day. The structure and content of the training shall comply with the requirements set forth in AB 1172. LEA shall annually verify that CONTRACTOR has completed this training and report to CDE that the LEA has completed this verification.

### **30. STUDENT DISCIPLINE**

- 30.1 CONTRACTOR shall maintain and abide by LEA's policy for student discipline.
- 30.2 CONTRACTOR shall not unilaterally suspend or recommend for expulsion any student without prior communication with and agreement of the LEA and pursuant to all procedures within the LEA's suspension/expulsion policy.
- 30.3 CONTRACTOR may not terminate this Agreement due to Student's behavior unless Parent is in agreement 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.

### **31. IEP TEAM MEETINGS**

- 31.1 An IEP team meeting shall be convened at least annually to evaluate:
- 31.1.1 the educational progress of each student served by CONTRACTOR;
  - 31.1.2 whether or not the needs of the student continue to be best met by CONTRACTOR; and
  - 31.1.3 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).)
- 31.2 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.

31.3 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. It is understood that CONTRACTOR will join any meetings by teleconference or videoconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement.

31.4 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.

31.5 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student is no longer receiving services from CONTRACTOR, the NPS/NPA shall discontinue use of the approved system for that student.

31.6 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.

## **32. SURROGATE PARENTS AND FOSTER YOUTH**

32.1 CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b).

32.2 The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children.

32.3 When a pupil in foster care is enrolled in a nonpublic school 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.

### **33. DUE PROCESS PROCEEDINGS**

33.1 CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

33.2 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").

### **34. COMPLAINT PROCEDURES**

34.1 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:

34.1.1 Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.;

34.1.2 Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

34.1.3 Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);

34.1.4 Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a);  
and

34.1.5 Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA").

34.3 CONTRACTOR shall provide written verification of the implementation of these procedures to the LEA.

34.2 Upon receipt of any complaint regarding an LEA student, CONTRACTOR shall notify the LEA within two (2) business days.

### **35. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

35.1 CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards annually and at least three (3) school days prior to any IEP meeting

when LEA notifies CONTRACTOR at least ten (10) calendar days prior to the IEP meeting. At a minimum, progress reports shall include progress over time towards IEP goals and objectives.

35.2 A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

35.3 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 in the discretion of the LEA.

35.4 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.

35.5 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 annual or triennial review 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.

35.6 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.

35.7 CONTRACTOR acknowledges and agrees that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency 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.



35.8 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. The Parties agree that all billable hours shall be limited as 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.

### **36. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms LEA for evaluation of progress toward completion of diploma requirements as specified in LEA's Charter.

### **37. STUDENT CHANGE OF RESIDENCE**

37.1 Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures.

37.2 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 Section 37.1, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

### **38. WITHDRAWAL OF STUDENT FROM PROGRAM**

38.1 CONTRACTOR shall immediately report electronically and in writing to the LEA within two (2) 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 student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

### **39. PARENT ACCESS**

39.1 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.

39.2 CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

39.3 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.

39.4 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.

39.5 CONTRACTOR providing services in the student's home as specified in the IEP shall assure 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.

39.6 CONTRACTOR shall require the parent to inform the LEA of any changes of caregivers and provide written authorization for care in an emergency situation. CONTRACTOR agrees that any employee or volunteer associated with the NPS/NPA service provider cannot be as an adult caregiver.

39.7 For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent (or LEA-approved responsible adult) is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

#### **40. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

CONTRACTOR is expected to provide all services at CONTRACTOR's facility or at another location as determined with Student and Parents. CONTRACTORS are not able to provide services at an LEA School Site.

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

41.1 If CONTRACTOR is a licensed children's institution (hereinafter referred to as "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(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures.

41.2 An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

41.3 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student’s IEPs.

41.4 If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified 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.

41.5 LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent or another adult with educational decision-making rights. The foregoing limitation shall not apply, and LEA shall be responsible for the costs associated with non-school placement, as specified in an OAH order or a lawfully executed agreement between LEA and parent,

41.6 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 Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

## **42. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

## **43. MONITORING**

43.1 CONTRACTOR shall allow LEA representatives access to its facilities or virtual programming for periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits as determined in LEA's sole discretion. CONTRACTOR shall be invited to participate in the review of each student's progress.

43.2 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).

43.3 The State Superintendent of Public Instruction ("Superintendent") 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: (a) CONTRACTOR shall complete a self-review in year one; (b) the Superintendent shall conduct an onsite review in year two; and (c) the Superintendent shall conduct a follow-up visit in year three.

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

43.5 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, the following:

- 43.5.1 a review of core compliance areas of health and safety;
- 43.5.2 curriculum/instruction;
- 43.5.3 related services; and
- 43.5.4 contractual, legal, and procedural compliance.

43.6 When CONTRACTOR is a nonpublic school, 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.

43.7 If the LEA does not have any pupils enrolled at or receiving services through CONTRACTOR at the time of this Agreement, the LEA shall conduct the following:

- 43.7.1 An onsite visit to the NPS/NPA before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.[\[12\]](#)
- 43.7.2 At least one onsite monitoring visit during each school year to the CONTRACTOR at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to:
  - 43.7.2.A A review of services provided to the pupil through the individual service agreement between the LEA and CONTRACTOR;
  - 43.7.2.B A review of progress the pupil is making toward the goals set forth in the pupil’s Individualized Education Program (“IEP”);
  - 43.7.2.C A review of progress the pupil is making toward the goals set forth in the pupil’s BIP if the pupil has a BIP;
  - 43.7.2.D An observation of the pupil during instruction; and
  - 43.7.2.E A walkthrough of the facility.
- 43.7.3 The LEA shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the onsite visit.

#### **44. INABILITY TO PROVIDE IN-PERSON SERVICES DUE TO EMERGENCY CIRCUMSTANCES**

In the event CONTRACTOR is unable to fulfill its duty to provide in-person services as required by the ISA and/or the LEA student’s IEP for more than ten (10) school days, CONTRACTOR agrees to provide virtual services to the greatest extent possible. If CONTRACTOR is unable or unwilling to provide virtual services, CONTRACTOR agrees to provide compensatory services equal to the amount of services missed due to the emergency circumstance. CONTRACTOR agrees that all decisions regarding whether in-person services may be provided shall be in accordance with state and local legislation and guidance from the CDE and California Department of Public Health (“CDPH”), as applicable.

### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

45.1 As a condition of providing services to LEA, CONTRACTOR shall provide LEA with completion of Certification of Criminal Background Clearance, Tuberculosis (TB)

Clearance and Credential Verification (“Exhibit B”) for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students.

45.2 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.

#### **46. STAFF QUALIFICATIONS**

46.1 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(y), 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.

46.2 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.

46.3 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.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

47.1 Upon request, 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 where parents of Students are domiciled.

47.2 CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures.

47.3 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.

#### **48. STAFF ABSENCE AND TARDINESS**

48.1 When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers.

48.2 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.

48.3 CONTRACTOR agrees to maintain and enforce a policy requiring CONTRACTOR's employees to report for duty on time, and employees with repeated tardiness shall be subject to discipline by CONTRACTOR. CONTRACTOR agrees that LEA shall have the right to refuse to work with any employee of CONTRACTOR whose repeated tardiness negatively impacts LEA, and in such event CONTRACTOR shall provide a replacement employee who can perform the services on a consistently timely basis.

#### **49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency 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 LEA Board policies and/or regulations when made available to the CONTRACTOR.

### **HEALTH AND SAFETY MANDATES**

## **50. 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. Without limiting the foregoing, CONTRACTOR agrees to maintain and enforce appropriate health and safety protocols in an Infection Control Plan for COVID-19, or its equivalent, as required by applicable state and local health orders.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

51.1 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:

51.1.1 illness prevention;

51.1.2 access by disabled persons;

51.1.3 fire, health, sanitation, and building standards and safety features and equipment;

51.1.4 fire alarm and suppression systems;

51.1.5 zoning permits; and

51.1.6 occupancy capacity.

51.2 When CONTRACTOR is a nonpublic school, 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.

51.3 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.

## **52. ADMINISTRATION OF MEDICATION**

52.1 CONTRACTOR shall comply with the requirements of California Education Code section 49423 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) provides 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.



52.2 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.

52.3 CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of 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.

### **53. INCIDENT/ACCIDENT REPORTING**

Within 24 hours, CONTRACTOR shall submit any accident or incident report to the LEA via email or other electronic means of communication specified by LEA for that purpose. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

### **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, regarding child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), CONTRACTOR agrees to maintain the confidentiality of reports 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.

### **55. 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 shall 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.

### **56. 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**

### **57. ENROLLMENT, CONTRACTING, SERVICE TRACING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

57.1 CONTRACTOR shall assure that the school or 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 properly implement the IEP and ISA for each and every student.

57.2 CONTRACTOR shall comply with applicable laws and regulations governing enrollment, contracting, attendance reporting, service tracking and billing.

57.3 CONTRACTOR agrees that billing shall conform to the requirements of electronic billing as specified by the LEA Procedures. 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.

57.4 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. The amount billed shall directly reflect the services actually delivered. Bulk or flat-rate billing is not permitted.

57.5 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 in the LEA Procedures. At a minimum, each invoice must contain the following information:

- 57.5.1 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;
- 57.5.2 name of staff who provided the service;
- 57.5.3 approved cost of each invoice;
- 57.5.4 total for each service and total for the monthly invoice;
- 57.5.5 date invoice was mailed;
- 57.5.6 signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;
- 57.5.7 verification that attendance report is attached as appropriate;
- 57.5.8 indication of any made-up session consistent with this contract;
- 57.5.9 verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and
- 57.5.10 name or initials of each student for when the service was provided.

57.6 In the event services were not provided, CONTRACTOR shall explain to LEA in writing why the services were not provided.

57.7 Each invoice is subject to all conditions of this contract. At the discretion of the LEA, LEA may require CONTRACTOR to submit an electronic invoice for services, provided LEA has given CONTRACTOR reasonable advance written notice. .

57.8 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 copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

57.9 As needed, 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.

57.10 In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond the following December 31st. 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.

57.11 CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. If CONTRACTOR is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to LEA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by LEA. LEA will not

57.11.1 withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;

57.11.2 make state or federal unemployment compensation contributions on CONTRACTOR's behalf;

57.11.3 withhold state or federal income tax from CONTRACTOR's payments; or

57.11.4 pay or reimburse mileage for NPA employee.

57.12 All financial invoices and documentation must include the specific Compass school name in addition to the student's personally identifiable information.

## **58. RIGHT TO WITHHOLD PAYMENT**

58.1 LEA may withhold payment to CONTRACTOR or require CONTRACTOR to return excess funds already paid under the following circumstances:

58.1.1 CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract;

58.1.2 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;

58.1.3 CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records;

58.1.4 CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);

58.1.5 education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;

58.1.6 LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;

58.1.7 CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or

58.1.8 CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.

58.2 CONTRACTOR agrees 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.

58.3 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 Article 57 of this Agreement. 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 of CONTRACTOR's final invoice. 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.

58.4 The amount which may be withheld by LEA or returned by CONTRACTOR with respect to Section 58.1 are as follows:

58.4.1 the value of the service CONTRACTOR failed to perform;

58.4.2 the amount of overpayment;

58.4.3 the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR;

58.4.4 the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified;

58.4.5 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

58.4.6 the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58.5 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. If LEA determines, in LEA's sole discretion, that CONTRACTOR's written request shows good cause for an extension, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

58.6 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 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.

58.7 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.

58.8 After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning disputes under this section shall be subject to dispute resolution in accordance with Section 64.

## **59. 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.

## **60. PAYMENT FOR ABSENCES**

### **60.1 STAFF ABSENCE**

60.1.1 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. CONTRACTOR may not provide coverage for an absent teacher by combining two classes when doing so would violate the maximum student to staff ratios defined in Section 24.

60.1.2 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 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.

## 60.2 STUDENT ABSENCE

60.2.1 If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day or fifth (5<sup>th</sup>) consecutive day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

60.2.2 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.

60.2.3 NON PUBLIC AGENCY NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

60.2.4 For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.5 For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student or LEA failed to provide timely notice to CONTRACTOR.

60.2.6 If a student does not show or arrives late, CONTRACTOR provide notice to the LEA contemporaneously with the missed session. CONTRACTOR will additionally submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

60.2.7 SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice must be rescheduled if possible, unless otherwise agreed upon in writing (e.g. Parent declines services for an extended period.) CONTRACTOR agrees to document attempts to rescheduled missed sessions and provide documentation to LEA.

## **61. INSPECTION AND AUDIT**

61.1 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.

61.2 CONTRACTOR shall provide access to LEA to all records including, but not limited to:

- 61.2.1 student records as defined by California Education Code section 49061(b);
- 61.2.2 registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services;
- 61.2.3 Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors;
- 61.2.4 absence verification records (parent/doctor notes, telephone logs, and related documents);
- 61.2.5 bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination;
- 61.2.6 staff time sheets;
- 61.2.7 non-paid staff and volunteer sign-in sheets;
- 61.2.8 transportation and other related service subcontracts;
- 61.2.9 school calendars; bell/class schedules when applicable;
- 61.2.10 liability and worker's compensation insurance policies;
- 61.2.11 state nonpublic school and/or agency certifications;
- 61.2.12 by-laws; lists of current board of directors/trustees, if incorporated;
- 61.2.13 other documents evidencing financial expenditures;
- 61.2.14 federal/state payroll quarterly reports Form 941/DE3DP;
- 61.2.15 bank statements and canceled checks or facsimile thereof; and
- 61.2.16 all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

61.3 Access to records in this Article 61 shall include unannounced inspections by LEA.



61.4 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.

61.5 On no occasion shall CONTRACTOR impose additional requirements (e.g. Parent consent, release of information) for the provision of records concerning a Student who is being served or had been served by CONTRACTOR pursuant to an ISA.

61.6 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.

61.7 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.

61.8 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**

62.1 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 noted in California Education Code Section 46200-46208.

62.2 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. DISPUTE RESOLUTION**

64.1 The parties shall endeavor to resolve their disputes by an informal meet and confer process not to exceed fourteen (14) days. Any disputes not resolved by such an informal meet and confer process shall be submitted to binding arbitration which, unless the parties mutually agree otherwise, shall be conducted in the venue specified in Section 12. A demand for arbitration shall be made in writing, delivered to the other party to the Master Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

64.2 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on a claim between the parties would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

64.3 The arbitration hearing shall be conducted before a single arbitrator having at least ten (10) years' experience with special education law. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California

substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based.

64.4 The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the superior court regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Master Contract or to this agreement to arbitrate.

64.5 The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

## **65. CONFIDENTIALITY**

65.1 CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by LEA and/or used by LEA in connection with the operation of its business including, without limitation, LEA's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of LEA will remain confidential to CONTRACTOR unless a separate, specific, properly executed consent (including permission from LEA's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by LEA's personnel or CONTRACTOR providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate LEA personnel.

65.2 CONTRACTOR assigns to LEA all patent, copyright and trade secret rights in anything created or developed by CONTRACTOR for LEA under this Agreement. This assignment is conditioned upon full payment of the compensation due CONTRACTOR under this Agreement. CONTRACTOR shall help prepare any documents LEA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to LEA. CONTRACTOR agrees to honor the proprietary information of LEA and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, CONTRACTOR shall return all records, files, contacts and other proprietary information of LEA to LEA. However, LEA shall reimburse

CONTRACTOR for all reasonable actual expenses necessary to carry out the terms of this Section.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2021 and terminates at 5:00 p.m. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
**Nonpublic School/Agency**

\_\_\_\_\_  
**Compass Charter Schools**

By: \_\_\_\_\_  
**Signature**

By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

**J.J. Lewis, Superintendent**  
**Name and Title of Authorized Representative**

<u>Notices to CONTRACTOR shall be addressed to:</u>			<u>Notices to LEA shall be addressed to:</u>		
Name and Title			J.J. Lewis, Superintendent		
Nonpublic School/Agency/Related Service Provider			LEA		
Address			805 Hampshire Rd, Suite R		
City	State	Zip	Thousand Oaks	CA	91361
Phone	Fax		805-807-5058	805-590-7077	
Email			jlewis@compasscharters.org		
Email			Email		

**EXHIBIT A: 2020-2021 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: El Paseo Children’s Center

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1

**Maximum Contract Amount:** \$250,000 \_\_\_\_\_

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: N/A \_\_\_\_\_
  
- 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: N/ A \_\_\_\_\_
  
- 3) Related Services

\*Please see attached rate sheet for El Paseo Children’s center

<b>Service</b>	<b>Rate</b>	<b>Period</b>
<u>Intensive Individual Services (340)</u>		
<u>Language and Speech (415)</u>		
<u>Adapted Physical Education (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care (435)</u>		
<u>Health and Nursing: Other Services (436)</u>		

<u>Assistive Technology Services (445)</u>		
<u>Occupational Therapy (450)</u>		
<u>Physical Therapy (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Behavior Intervention Services (535)</u>		
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Visions Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		

<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		



Psychological & Educational Assessments & Staffing Solutions

**Brent Cooper, LEP**  
74-075 EL PASEO DRIVE SUITE A-6  
PALM DESERT, CALIFORNIA 92260  
PHONE: 760-342-4900  
Brent@EPCCsolutions.com

www.EPCCSOLUTIONS.com

## COMPASS SCHOOLS Fee Schedule 2021-2022 School Year

Services	Cost:	Rate:
Counseling (Individual) In-Person/On-line	\$110	Per hour
Counseling (group) -\$45-add'l Student In-Person/On-line	\$90	Per Hour
Language and Speech Services In-Person/On-line	\$95	Per Hour
Occupational Therapy Services In-Person/On-line	\$95	Per hour
Behavior Intervention Services In-Person/On-line	\$110	Per Hour
Social Work Services In-Person/On-line	\$95	Per Hour
Visual Impairment Services-In Person In-Person/On-line	\$100	Per hour
Specialized Deaf and Hard of Hearing Services In-Person/On-line	\$120	Per Hour
Adaptive PE Services In-Person/On-line	\$120	Per Hour
Physical Therapy	\$160	Per Hour
Assistive Technology Services In-Person/On-line	\$130	Per Hour
Nurse Hearing and Vision Screening	\$115	Per Hour
Nurse Emergency Health Care Plans	\$125	Flat Fee
Educational Specialist In-Person/On-Line	\$90	Per Hour
IEP Meetings Virtual (No shows will be billed at \$60)	\$90	Per Hour
Other:	Cost:	
Psychoeducational Evaluations	\$1,500 Flat Rate + Mileage	
Functional Behavior Assessments Virtual Assessments	\$1,500 Flat Rate + Mileage	
Educationally Related Mental Health Services	\$1,500 Flat Rate + Mileage	
Manifestation Determination Assessments	\$600 Flat	
Review of Records	\$600 Flat	



**Travel/ Mileage:**

Hourly In-person services or In-Person Assessments will be billed additionally for the provider's travel time at the identified service rate in addition to mileage based on the current IRS rates. This does not include Flat Rate Assessments.

**Services Time Than 60 Minutes:**

Services delivered that are less than 60 minutes will be billed the full hourly rate.

**No Show:**

**-Parent No Show at Meetings \$45 flat fee**

**-Assessment No Show- \$90 flat fee**

**- Specialty Assessments and Service Fees when requested may require us to draw-up a contract with a 3<sup>rd</sup> party vendor by the request of Compass Schools. This necessity is so that we may invoice Compass School through El Paseo's NPA. Fee Schedules for the individual assessments and services will be negotiated at a reasonable rate based upon the vendors rates.**

Brent M. Cooper, LEP

74-075 El Paseo, Suite A2B

Palm Desert, CA 92260

phone: 760-342-4900

fax: 760-342-0499

email: brent@elpaseotesting.com



**WAIVER JUSTIFICATION:**

D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

**Check all methods to be used:**

1) Installation of a physical barrier at the worksite to limit contact with students.

2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

3) Surveillance of employees of the Independent Contractor by LEA personnel

The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

**By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide LEA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.**

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Authorized Vendor Signature

Printed Name

Title

Date