BOARD OF EDUCATION

DOWNEY UNIFIED SCHOOL DISTRICT

NPS/NPA General Agreements

August 3, 2021 - REGULAR MEETING

BOARD ROOM, GALLEGOS ADMINISTRATION CENTER

11627 Brookshire Avenue, Downey, California 90241

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER:
202122-105

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Beacon Day School

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Beacon Day School (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. CERTIFICATIONS AND LICENSES

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,
11627 Brookshire Avenue
(562) 469-6500
pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. STATE MEAL PROGRAM MANDATE

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

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. STAFF ABSENCE

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

58. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. **RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. **DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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, Downey Unified School District
Nonpublic School/Agency	
By: [signature] 7/8/2021 Signature Date	By: Signature Date
CASANDRA NGUYEN - VICE PRESIDENT Name and Title of Authorized Representative	Christina Aragon, Associate Superintendent Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
David Harvill	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title
Beacon Day School	Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
24 Centerpointe Dr	
Address	Address 11627 Brookshire Avenue
La Palma CA 90623	Downey CA 90241
City State Zip	City State Zip
714-288-4200	(562) 469-6582 (562) 469-6555
Phone Fax	Phone Fax
dharvill@beacondayschool.com	pgonzalezsandoval@dusd.net / akimaguilar@dusd.net
Email	Email

Wayne Shanon (Jul 12, 2021 07:19 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: BEACON DAY SCHOOL
The CONTRACTOR CDS NUMBER: 6130520

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: **$210.88**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)	$140.00	HOUR
Adapted Physical Education (425)	$130.00	HOUR
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$140.00	HOUR
Physical Therapy (460)	$140.00	HOUR
Individual Counseling (510)		
Counseling and Guidance (515)	$130.00	HOUR
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$55.00	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Behavior Intervention/LVN (340)	$55.00	HOUR
Behavior Intervention Supervision (535)	$130.00	HOUR
Functional Behavioral Analysis (535)	$130.00	HOUR
BII on Transportation (340)	$90.00	DAY
Other (900)Transportation	$90.00 + $2.50/mile	DAY

Beacon Day Master Contract

Final Audit Report 2021-07-12

Created:	2021-07-12
By:	Adriana Kim-Aguilar (akimaguilar@dusd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA53J-QYF1PmQGonltKsbTMygfWgtCDHDb

"Beacon Day Master Contract" History

Document created by Adriana Kim-Aguilar (akimaguilar@dusd.net)
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BEACON
DAY SCHOOL

24 Centerpointe Drive
La Palma, CA 90623
t: 714.288.4200
f :714.288.4204

GLAAS RATE AND FEE SCHEDULE

2021-2022

A. Basic Education Program/Special Education Instruction				Rate $ 210.88	Period Per Day
B. Related Services and CSEMIS Code				Rate	Period
Behavior Intervention	BII	340		$ 55.00	Hour
Behavior Intervention / LVN	BII	340	Dual role	$ 55.00	Hour
Behavior Intervention Supervision	BID	535		$ 130.00	Hour
Functional Behavioral Analysis	FBA	535	Assessment	$ 130.00	Hour
Adaptive Physical Education	APE	425	Individual, Consultation, Collaboration, Group, Assessment	$ 130.00	Hour
Language and Speech Therapy	LSDR	415	Individual, Consultation, Collaboration, Group, Assessment	$ 140.00	Hour
Occupational Therapy	OT	450	Individual, Consultation, Collaboration, Group, Assessment	$ 140.00	Hour
Physical Therapy	PT	460	Individual, Consultation, Collaboration, Group, Assessment	$ 140.00	Hour
Counseling and Guidance Services	CG	510	Individual, Consultation, Collaboration, Group	$ 130.00	Hour
Transportation + $2.50 per mile				$90.00 + 2.50/mile	Day
BII on Transportation	BII	340		$90.00	Day

BEACON DAY SCHOOL CALENDAR

2021-2022

Sep-21

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						17

Academic Days = 17

Events

Sep 6- Labor day

Sep - 7 Staff Training/No School

Sep - 8 First day of School - Min Prep Day

Oct-21

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						21

Academic Days = 21

Events

Oct 13. Parent Conference/Min Day

Oct. 14 Parent Conference/Min Day

Oct. 15 Parent Conference/Min Day

Oct. 29 Halloween Event

Nov-21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						16

Academic Days = 16

Events

Nov. 11- Veterans day

Nov. 18 Thanksgiving Event/Elem-Middle

Nov.19 Thanksgiving Event/H.S-Trans/Min Day

Nov 25 -Thanksgiving

Nov. 29 Min Day/Clinical Training

Dec-21

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						13

Academic Days = 13

Events

Dec. 10 Holiday Performance

Dec 24- Christmas (observed)

Dec 25-Christmas

Dec 31-New Years (observed)

Jan-22

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					19

Academic Days = 19

Events

Jan 1- New Years Day

Jan 3- Staff Mandatory Training

Jan 4- Min Day/Prep Day

Jan 17- Martin Luther King

Feb-22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
						19

Academic Days = 19

Events

Feb 9-10-11- Parent Conference/Min Day

Feb. 18 Min Day/Clinical Training

Feb 21- Presidents Day

Mar-22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

Academic Days = 23

Events

Mar. 18 Min Day/Clinical training

Apr-22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						15

Academic Days = 15

Events

April 1- Spring fair

April 11-15- Spring Break

April 18- Mandatory Training/No School

April 19- Student return from Spring Break

April 29- Min Day- Clinical Training

May-22

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						21

Academic Days = 21

Events

May 11-12-13 Parent Conf/ Min Day

May 20- Prom

May 30- Memorial Day-No School

Jun-22

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						21

Academic Days = 21

Events

June 10- Min Day/ Clinical Training

June 17- Awards Ceremony

June 29- Last Day of School/Min Day

Jul-22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						15

Academic Days = 15

Events

July 4- Independence Day

July 11- ESY Begins

July 29- Min Day/Clinical Training

Aug-22

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						20

Academic Days = 20

Events

Aug 26- ESY Ends/Min Day

Revised 2/23/2021

Holiday- No School

No School- Limited Office Hrs

First/Last Day of School- Minimum Day

Minimum Day/Professional Development

Staff Mandatory Training- No School

School Year Academic Days	185
ESY Academic Days	35
Total	220

Student School Hours 8:45-2:45

Minimum Day 8:45-12:45

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER:
202122-107

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Del Sol School

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Del Sol School (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

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

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;

3. 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;

4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;

5. 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).

6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,
11627 Brookshire Avenue
(562) 469-6500
pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. **STATE MEAL PROGRAM MANDATE**

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

44. **MONITORING**

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. **STAFF ABSENCE**

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

58. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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, Downey Unified School District
Nonpublic School/Agency	
By: Kim B. Huynen, Ph.D. 7/6/21	By:
Signature Date	Signature Date
Kim B Huynen, Ph.D	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Del Sol School, Inc	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
5400 Myra Ave	
Address	Address 11627 Brookshire Avenue
Cypress, CA 90630	
City State Zip	City State Zip Downey CA 90241
714-828-6400 714-828-3400	
Phone Fax	Phone Fax (562) 469-6582 (562) 469-6555
delsolschool1@gmail.com	
Email	Email pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Shannon (Jul 12, 2021 07:19 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: DEL SOL SCHOOL
The CONTRACTOR CDS NUMBER: 0120295

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: **DAILY RATE:**

A) Non-Public School Daily Rate 1:1 Staffing **$288**
B) Non-Public School Daily Rate 1:2 Staffing **$234**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340) -Behavior Specialist	$48	HOUR
Language and Speech (415) **a)**Speech Pathologist **b)**SLP	**a)**$110 **b)**$55	HOUR
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)	$110	HOUR
Counseling and Guidance (515) - Group	$55	HOUR
Parent Counseling (520)	$110	HOUR
Social Work Services (525)		
Psychological Services (530)	$170	HOUR
Behavior Intervention Services (535)	$110	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		



5400 Myra Avenue, Cypress, CA 90630 ✦ Ph: (714) 828-6400 ✦ Fax: (714) 828-3400

Re: Master Contract 2021-2022

To School Districts:

Del Sol School Inc, is a non-profit 501© corporation with a certified non-public school in Cypress, CA. Attached is the information for the 2021-2022 academic school year. Del Sol School has has no changes in service rates. All contracts need to be written for Del Sol School Inc, because of Del School Schools non-profit status. Attached you will find the following:

- Del Sol School Rate Sheet
- California Department of Education NPS Certification
- Certification of Liability Insurance
- Taxpayer Identification
- Del Sol School 2020-2021 Calendar

If you have any questions, please do not hesitate to contact us directly. Del Sol School is looking forward to continuing to work with school districts to meet the educational needs of students with disabilities in the least restrictive environment.

Del Sol School Board of Directors
www.delsolschool.com
delsolschool1@gmail.com

Del Sol School
5400 Myra Avenue, Cypress, CA 90630 ✦ Ph: (714) 828-6400 ✦ Fax: (714) 828-3400

Del Sol School 2021-2022 Rate Sheet

Non-Public School	Del Sol School, Inc
NPS ID	30-66480-0120295
Non-Profit Corporation	501c3 #2851025
CDS Code	30-66480-0120295
Fed Tax ID	20-4251986
Business License	I-039326
Address	5400 Myra Ave. Cypress, CA 90630

Specialized Academic Instruction Non-Public School	**Service Code**	**Rate**
a) Non-public school daily rate 1:1staffing	330	$288/daily
b) Non-public school daily rate 1:2 staffing	330	$234/daily
Related Services	**Service Code**	**Rate**
Mental Health Services		
Individual Counseling –MFT/School Psychologist	510	$110/hr
Group Counseling/Guidance- MFT/School Psychologist	515	$55/hr
Parent Counseling – MTF/School Psychologist	520	$110/hr
Psychological Services – Clinical Psychologist	530	$170/hr
Speech and Language Services		
Language and Speech – Speech Pathologist	415	$110/hr
Language and Speech – SLP	--	$55/hr
Behavior Services		
Behavior Intervention Services (BID) – BCBA	535	$110/hr
Intensive Individual Services (BII) – Behavior Specialist	340	$48/hr

Del Sol School

5400 Myra Avenue, Cypress, CA 90630 ✦ Ph: (714) 828-6400 ✦ Fax: (714) 828-3400

2021-2022 CALENDAR-Revised 3/21

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Esy Days: 11

Jun 1-4	Campus Closed
Jun 7-11	Campus Closed
Jun 14-17	ESY Monday-Thursday
Jun 21-24	ESY Monday-Thursday
Jun 28-Jun 30	ESY Monday-Wednesday

July 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

ESY Days: 9

Jul 1	ESY Thursday
Jul 5	Independence Day Holiday Observed
Jul 6-9	Campus Closed
Jul 12-15	ESY Monday-Thursday
Jul 19-22	ESY Monday-Thursday
Jul 26-30	Campus Closed

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Days Taught: 15

Aug 2 -6	Campus Closed
Aug 9-10	Campus Closed
Aug 11	FIRST DAY OF SCHOOL 2021-2022

September 2021

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Days Taught: 21

Sep 6	Labor Day Holiday

October 2021

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Days Taught: 21

Oct 29 Report Cards

November 2021

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Days Taught: 16

Nov 8	Veterans Day Holiday
Nov 22-24	Campus Closed
Nov 25-26	Thanksgiving Holiday

December 2021

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Days Taught: 13

Dec 20-31	Winter Break

January 2022

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Days Taught:20

Jan 17	Martin Luther King Holiday

February 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Days Taught: 18

Feb 11	Lincoln's Day Holiday
Feb 21	Washington's Day Holiday

February 25 report cards

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
28	27	28	29	30		

Days Taught: 21

Mar 7	Campus Closed
Mar 21	Campus Closed

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Days Taught: 16

Apr 11-15	Spring Break

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Days Taught: 20

Report Cards	
May 27	LAST DAY OF SCHOOL
May 30	Memorial Day Holiday
May 31	Campus Closed

June 2022

Su	Mo	Tu	W	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

ESY:12

Jun 1-3	Campus Closed
Jun 6-10	Campus Closed
Jun 13-16	ESY Monday-Thursday
Jun 20-23	ESY Monday-Thursday
Jun 27-Jun 30	ESY Monday-Thursday

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

ESY: 8

Jul 1	Campus Closed
Jul 4	Independence Day Holiday
Jul 5-8	Campus Closed
Jul 11-14	ESY Monday-Thursday
Jul 18-21	ESY Monday-Thursday
Jul 25-Jul 29	Campus Closed

August 2022

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1st Month of School 2022-2023

Aug 1-5	Campus Closed
Aug 8-9	Campus Closed
Aug 10	FIRST DAY OF SCHOOL 2022-2023

2021-2022 School Year
Total Days Taught: 181
School Hours: 8:00 a.m. - 2:00 p.m.

Campus Closed	Holiday-Campus Closed	Esy (Extended School Year) 20 days

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER:
202122-111

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Olive Crest

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Olive Crest (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

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

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;

3. 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;

4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;

5. 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).

6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,
11627 Brookshire Avenue
(562) 469-6500
pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. **INSTRUCTIONAL MINUTES**

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. **WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. **PARENT ACCESS**

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

CONTRACTORS operating programs with 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. 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.

41. **SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. **STATE MEAL PROGRAM MANDATE**

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

44. **MONITORING**

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. **STAFF ABSENCE**

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

58. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. **RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. **DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
Olive Crest	Downey Unified School District
Nonpublic School/Agency	
By: _____	By: _____
Signature Date	Signature Date
Justin Laird, CFO, on behalf of Donald Verlear	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Nina Frankman	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title
Olive Crest	Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
2130 E. 4th Street, Ste. 200	
Address	Address
Santa Ana CA 92705	11627 Brookshire Avenue
City State Zip	City State Zip
714-543-5437 714-542-5463	Downey CA 90241
Phone Fax	Phone Fax
nina-frankman@olivecrest.org	(562) 469-6582 (562) 469-6555
Email	Email
	pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Sharman (Jul 12, 2021 08:22 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: OLIVE CREST
The CONTRACTOR CDS NUMBER: N/A

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	$125	HOUR
Parent Counseling (520)	$125	HOUR
Social Work Services (525)	$125	HOUR
Psychological Services (530)	$150	HOUR
Behavior Intervention (535) **a)**Implementation **b)**Design	**a)**$90 **b)**$125	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Case Management	$125	HOUR
Other (900) - Medium Support Intervention Package	$750	WEEK (up to 5 hrs/week)
Other (900) - High Support Intervention Package (Wraparound)	$1,200	WEEK (up to 8 hrs/week)
Other (900) - ERMHS Assessments	$175	HOUR
Other (900) - On Site Mental Health Services:		
Licensed/Registered Clinician - 20 hours per week	$38,000	Annually (180 school days)
Licensed/Registered Clinician - 40 hours per week	$75,000	Annually (180 school days)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER: 202122-112

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Olive Crest Academy- Garden Grove

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Olive Crest Academy-Garden Grove (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

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

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,

11627 Brookshire Avenue

(562) 469-6500

pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. **INSTRUCTIONAL MINUTES**

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. **STATE MEAL PROGRAM MANDATE**

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

44. **MONITORING**

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. STAFF ABSENCE

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. **ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. **INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. **CHILD ABUSE REPORTING**

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. **SEXUAL HARASSMENT**

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

58. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. **RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. **DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
Olive Crest Academy - North	Downey Unified School District
Nonpublic School/Agency	
By: _____ 7/12/21	By: _____
Signature Date	Signature Date
Bob Henning, Director of Education	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Xochitl Hernandez, School Operations Administrator	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title
Olive Crest Academy - North	Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
13082 Bowen ST	
Address	Address
Garden Grove CA 92843	11627 Brookshire Avenue
City State Zip	City State Zip
714-620-7580 ext 2012 714-823-4605	Downey CA 90241
Phone Fax	Phone Fax
Xchlt-Hernandez@Olivecrest.org	(562) 469-6582 (562) 469-6555
Email	Email
	pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Shannon (Jul 14, 2021 20:42 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

GR1
Campus

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: OLIVE CREST ACADEMY (GARDEN GROVE)
The CONTRACTOR CDS NUMBER: 30665226156665

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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 **$162.92**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$145.36	DAILY
Language and Speech (415)	$73.04	30 MIN SESSION
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)	$135	HOUR
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) - Implementation (BII)	$61	DAILY
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)	$76.13	per IEP
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Therapeutic Program	$135	WEEKLY
Other (900) - Speech and Language Assessment	$177.24	DAILY
Other (900) - Behavior Intervention Development (BID)	$121.80	HOUR
Other (900) - FBA/BIP Development	$135	HOUR
Other (900) - Behavior Support/Service (outside of school hours)	$126.88	HOUR
Other (900) - Additional DIS Counseling (during school day)	$135	HOUR
Other (900) -Reconnect Program	$162.92	DAILY
Other (900) - Transportation (round trip):		
a)0-20 miles **b)**21-45 miles **c)**46+ miles	a)$64.45 b)$75.19 c)$85.94	DAILY
1:1 Behavioral Assistant during Transit	$94.48	DAILY
Private transportation	$177.63	DAILY

202122-112 Olive Crest-Garden Grove

Final Audit Report 2021-07-15

Created:	2021-07-14
By:	Adriana Kim-Aguilar (akimaguilar@dusd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtlsP_5W0mfeO9M8MrljzViDkyqxKT_Ip

"202122-112 Olive Crest-Garden Grove" History

Document created by Adriana Kim-Aguilar (akimaguilar@dusd.net)
2021-07-14 - 10:31:32 PM GMT- IP address: 64.183.60.82

Document emailed to Wayne Shannon (wshannon@dusd.net) for signature
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Document e-signed by Wayne Shannon (wshannon@dusd.net)
Signature Date: 2021-07-15 - 3:42:45 AM GMT - Time Source: server- IP address: 47.147.135.178

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202122-113

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER: 202122-113

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Olive Crest Academy - Orange

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Olive Crest Academy-Orange (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

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

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,
11627 Brookshire Avenue
(562) 469-6500
pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. **STATE MEAL PROGRAM MANDATE**

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

44. **MONITORING**

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. **STAFF ABSENCE**

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. **ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. **INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. **CHILD ABUSE REPORTING**

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. **SEXUAL HARASSMENT**

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

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

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. **RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. **DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
Olive Crest Academy	Downey Unified School District
Nonpublic School/Agency	
By: Signature 7/12/21 Date	By: Signature Date
Bdo Henning Director of Education	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Xochilt Hernandez, School Operations Administrator	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title
Olive Crest Academy	Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
2130 N. Carl St	
Address	Address
Orange CA 92865	11627 Brookshire Avenue
City State Zip	City State Zip
714-998-6571 Ext 2012 714-998-6573	Downey CA 90241
Phone Fax	Phone Fax
Xochilt-Hernandez@Olivecrest.org	(562) 469-6582 (562) 469-6555
Email	Email
	pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Shannon (Jul 14, 2021 20:43 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

ORANGE

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: OLIVE CREST ACADEMY (ORANGE)
The CONTRACTOR CDS NUMBER: 30666217102924

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: **$162.92**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$145.36	DAILY
Language and Speech (415)	$73.04	30 MIN SESSION
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)	$135	HOUR
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) - Implementation (BII)	$61	DAILY
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)	$76.13	per IEP
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Therapeutic Program	$135	WEEKLY
Other (900) - Speech and Language Assessment	$177.24	DAILY
Other (900) - Behavior Intervention Development (BID)	$121.80	HOUR
Other (900) - FBA/BIP Development	$135	HOUR
Other (900) - Behavior Support/Service (outside of school hours)	$126.88	HOUR
Other (900) - Additional DIS Counseling (during school day)	$135	HOUR
Other (900) -Reconnect Program	$162.92	DAILY
Other (900) - Transportation (round trip):		
a)0-20 miles b)21-45 miles c)46+ miles	a)$64.45 b)$75.19 c)$85.94	DAILY
1:1 Behavioral Assistant during Transit	$94.48	DAILY
Private transportation	$177.63	DAILY

202122-113 Olive Crest - Orange

Final Audit Report 2021-07-15

Created:	2021-07-14
By:	Adriana Kim-Aguilar (akimaguilar@dusd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5YXOUCPKmBwt9c2N0szoFKEaBeymUFE5

"202122-113 Olive Crest - Orange" History

Document created by Adriana Kim-Aguilar (akimaguilar@dusd.net)
2021-07-14 - 10:36:52 PM GMT- IP address: 64.183.60.82

Document emailed to Wayne Shannon (wshannon@dusd.net) for signature
2021-07-14 - 10:37:23 PM GMT

Email viewed by Wayne Shannon (wshannon@dusd.net)
2021-07-15 - 3:42:57 AM GMT- IP address: 47.147.135.178

Document e-signed by Wayne Shannon (wshannon@dusd.net)
Signature Date: 2021-07-15 - 3:43:11 AM GMT - Time Source: server- IP address: 47.147.135.178

Agreement completed.
2021-07-15 - 3:43:11 AM GMT

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER: 202122-114

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Spectrum Center - Rossier Park Elementary

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Spectrum - Rossier Park Elementary (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

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

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:
Patricia Sandoval, Ed.D.,
11627 Brookshire Avenue
(562) 469-6500
pgonzalezsandoval@dusd.net
Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. STATE MEAL PROGRAM MANDATE

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

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. **STAFF ABSENCE**

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

58. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
Rossier Park Elementary/Middle School	Downey Unified School District
Nonpublic School/Agency	
By: [signature] 7/7/2021	By:
Signature Date	Signature Date
Kyle M. Farris, Senior Vice President, Operations	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address 11627 Brookshire Avenue
City State Zip	City State Zip Downey CA 90241
Phone Fax	Phone Fax (562) 469-6582 (562) 469-6555
Email	Email pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Shannon (Jul 12, 2021 07:34 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: SPECTRUM CENTER - ROSSIER PARK ELEMENTARY
The CONTRACTOR CDS NUMBER: 30666216937403

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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:**$187.08**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$22.46	HOUR
Language and Speech (415)	$118.13	HOUR
Adapted Physical Education (425)	$86.67	HOUR
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	Included	Included in Daily Rate
Parent Counseling (520)	$107.45	HOUR
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Lunch (RPEL)	$2.72	DAILY
Other (900) - Transportation (round trip):		
Zone 1 - 0-19 miles round trip	$53.83	DAILY
Zone 2 - 20-29 miles round trip	$61.40	DAILY
Zone 3 - 30-39 miles round trip	$68.97	DAILY
Zone 4 - 40+ miles round trip	$84.13	DAILY

Spectrum Center
SCHOOLS AND PROGRAMS

Rossier Park Elementary/Middle
2021-2022 SCHOOL CALENDAR

Holiday - No school / Students and Teachers Off
Staff Training Day - Students Off
Term Begins or Ends
( ) Special Event
Minimum Day

Program Hours:
8:40 AM - 2:40 PM
Regular School Year: 180 Days
Extended School Year: 29 Days
Minimum Day: 8:40 AM - 1:15 PM

June 2021

MON	TUES	WED	THUR	FRI	Days	WK#
	1	2	3	4		43
7	8	9	10	(11)		44
14	15	16	17	18		
(21)	22	23	24	25		1
28	29	30			8	2a

6/11/21 SPRING TERM ENDS
6/14 - 6/18 JUNE BREAK
6/21 EXTENDED SCHOOL YEAR (ESY) BEGINS

July 2021

MON	TUES	WED	THUR	FRI	Days	WK#
			1	2		2b
5	6	7	8	9		3
12	13	14	15	16		4
19	20	21	22	23		5
26	27	28	29	(30)	21	6

7/5 INDEPENDENCE DAY OBSERVED
7/30 ESY ENDS (29 Days)

August 2021

MON	TUES	WED	THUR	FRI	Days	WK#
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	(25)	26	27		7
30	31				5	8a

8/2-8/20 AUGUST BREAK - SCHOOL CLOSURE
8/23-8/24 PROFESSIONAL DEVELOPMENT
8/25 FALL TERM BEGINS

September 2021

MON	TUES	WED	THUR	FRI	Days	WK#
		1	2	(3)		8b
6	7	8	9	10		9
13	14	15	16	17		10
20	21	22	(23)	24		11
27	28	29	30		21	12a

9/3 MINIMUM DAY
9/6 LABOR DAY HOLIDAY
9/23 BACK TO SCHOOL NIGHT

October 2021

MON	TUES	WED	THUR	FRI	Days	WK#
				1		12b
4	5	6	7	8		13
11	12	13	14	15		14
18	19	20	21	22		15
25	26	(27)	(28)	29	21	16

10/27 END OF 1st QUARTER
10/28 2nd QUARTER BEGINS

November 2021

MON	TUES	WED	THUR	FRI	Days	WK#
1	2	3	4	5		17
8	9	10	11	12		18
15	16	17	18	(19)		19
22	23	24	25	26		
29	30				15	20a

11/11 VETERANS' DAY HOLIDAY
11/12 STAFF IN-SERVICE/PUPIL FREE DAY
11/19 MINIMUM DAY
11/24-11/26 THANKSGIVING BREAK

December 2021

MON	TUES	WED	THUR	FRI	Days	WK#
		1	2	3		20b
6	7	8	9	10		21
13	14	15	16	(17)		22
20	21	22	23	24		
27	28	29	30	31	13	

12/17 MINIMUM DAY
12/20-12/31 WINTER BREAK

January 2022

MON	TUES	WED	THUR	FRI	Days	WK#
3	4	5	6	7		23
10	11	12	13	14		24
17	18	19	20	21		25
(24)	25	26	27	28		26
31					20	27a

1/17 MARTIN LUTHER KING, JR. HOLIDAY
1/24 END OF FIRST SEMESTER

February 2022

MON	TUES	WED	THUR	FRI	Days	WK#
	1	2	3	4		27b
7	8	9	10	11		28
14	15	16	17	18		29
21	22	23	24	25		30
28					18	31a

2/14 LINCOLN'S BIRTHDAY HOLIDAY
2/21 PRESIDENTS' DAY HOLIDAY

March 2022

MON	TUES	WED	THUR	FRI	Days	WK#
	1	2	3	4		31b
7	8	9	(10)	11		32
14	15	16	17	18		33
21	22	23	24	25		34
28	29	30	(31)		22	35a

3/10 OPEN HOUSE 6-7PM
3/21 STAFF IN-SERVICE/PUPIL FREE DAY
3/31 END OF 3RD QUARTER

April 2022

MON	TUES	WED	THUR	FRI	Days	WK#
				(1)		35b
4	5	6	7	8		36
11	12	13	14	(15)		37
18	19	20	21	22		
25	26	27	28	29	16	38

4/1 4th QUARTER BEGINS
4/15 MINIMUM DAY
4/18-4/22 SPRING BREAK

May 2022

MON	TUES	WED	THUR	FRI	Days	WK#
2	3	4	5	6		39
9	10	11	12	13		40
16	17	18	19	20		41
23	24	25	26	27		42
30	31				21	43a

5/30 MEMORIAL DAY HOLIDAY

June 2022

MON	TUES	WED	THUR	FRI	Days	WK#
		1	2	3		43b
6	7	8	(9)	(10)	8	44
13	14	15	16	17		
(20)	21	22	23	24		1
27	28	29	30		9	2a

6/9 & 6/10 MINIMUM DAY
6/10SPRING TERM ENDS
6/13-6/17 JUNE BREAK- SCHOOL CLOSURE
6/20 EXTENDED SCHOOL YEAR (ESY) BEGINS

July 2022

MON	TUES	WED	THUR	FRI	Days	WK#
				1		2b
4	5	6	7	8		3
11	12	13	14	15		4
18	19	20	21	22		5
25	26	27	28	(29)	20	6

7/4 INDEPENDENCE DAY OBSERVED
7/29 EXTENDED SCHOOL YEAR ENDS

August 2022

MON	TUES	WED	THUR	FRI	Days	WK#
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22	23	24	25	26		7
29	30	31				8a

8/1-819 AUGUST BREAK - SCHOOL CLOSURE
FALL TERM TBD

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER: 202122-115

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Spectrum Center- Rossier Park High School

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Spectrum-Rossier Park High School(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

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

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,

11627 Brookshire Avenue

(562) 469-6500

pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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

20. **NON-DISCRIMINATION**

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

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. **INSTRUCTIONAL MINUTES**

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. STATE MEAL PROGRAM MANDATE

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

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. **STAFF ABSENCE**

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

58. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
Rossier Park High School	Downey Unified School District
Nonpublic School/Agency	
By: [signature] 7/7/2021	By:
Signature Date	Signature Date
Kyle M. Farris, Senior Vice President, Operations	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address 11627 Brookshire Avenue
City State Zip	City State Zip Downey CA 90241
Phone Fax	Phone Fax (562) 469-6582 (562) 469-6555
Email	Email pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Shannon (Jul 12, 2021 07:34 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: SPECTRUM CENTER - ROSSIER PARK HIGH SCHOOL
The CONTRACTOR CDS NUMBER: 30665146926471

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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:**$187.08**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$22.46	HOUR
Language and Speech (415)	$118.13	HOUR
Adapted Physical Education (425)	$86.67	HOUR
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	Included	Included in Daily Rate
Parent Counseling (520)	$107.45	HOUR
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Lunch (RPEL)	$2.72	DAILY
Other (900) - Transportation (round trip):		
Zone 1 - 0-19 miles round trip	$53.83	DAILY
Zone 2 - 20-29 miles round trip	$61.40	DAILY
Zone 3 - 30-39 miles round trip	$68.97	DAILY
Zone 4 - 40+ miles round trip	$84.13	DAILY

Spectrum Center
SCHOOLS AND PROGRAMS

PAYMENT PROVISION

LA COUNTY
Downey, Montebello

2021-2022
Approved

Rate Schedule – Positive Attendance

Rossier Park Elementary School; Rossier Park Jr/Sr High School

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2021-2022, shall be as follows:

	Rate	Billable	Period
Basic Education Program – Per Diem	187.08	Daily	7/1/2021 – 6/30/2022
Related Services			
1:1 Aide	22.46	Hourly	
APE	86.67	Hourly	
Counseling	Included	Hourly	
Language and Speech	118.13	Hourly	
Parent Counseling	107.46	Hourly	
Lunch (RPEL)	2.72	Daily	
Transportation			
Zone 1 (0-19 miles round trip)	53.83	Daily	
Zone 2 (20-29 miles round trip)	61.40	Daily	
Zone 3 (30-39 miles round trip)	68.97	Daily	
Zone 4 (40+ miles round trip)	84.13	Daily	

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER: 202122-116

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Speech & Language Development Center

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and Speech & Language Development Center (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. CERTIFICATIONS AND LICENSES

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

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(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

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7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

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f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,

11627 Brookshire Avenue

(562) 469-6500

pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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

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include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

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CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

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Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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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**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. GENERAL PROGRAM OF INSTRUCTION

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. **INSTRUCTIONAL MINUTES**

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

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27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

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within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

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enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide special education and related services

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and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. **STATE MEAL PROGRAM MANDATE**

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

44. **MONITORING**

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

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as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. **STAFF ABSENCE**

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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

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changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

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CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

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

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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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. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

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evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

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63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
Speech and Language Development Center Nonpublic School/Agency	Downey Unified School District
By: A Kessler 7/6/21 Signature Date	By: Signature Date
Adrienne Kessler, CEO Name and Title of Authorized Representative	Christina Aragon, Associate Superintendent Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
	Patricia G. Sandoval, Ed.D - Director of Special Education
Name Speech and Language Development Center	Name and Title Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
8699 Holder St.	
Address	Address 11627 Brookshire Avenue
City State Zip Buena Park CA 90620	City State Zip Downey CA 90241
Phone Fax (714) 821-3620	Phone Fax (562) 469-6582 (562) 469-6555
Email kmcclelland@sldc.net	Email pgonzalezsandoval@dusd.net / akimaguilar@dusd.net
Email akessler@sldc.net	

Wayne Shannon (Jul 12, 2021 08:22 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: SPEECH & LANGUAGE DEVELOPMENT CENTER
The CONTRACTOR CDS NUMBER: 6937437

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: $175.56

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340) a)1:1 b)2:1 c)3:1 aide	a)$26.28 b)$16.82 c)$14.72	HOUR
Language and Speech (415)	$114.60	HOUR
Adapted Physical Education (425)	$103.03	HOUR
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)	$114.60	HOUR
Occupational Therapy (450)	$114.60	HOUR
Physical Therapy (460)	$114.60	HOUR
Individual Counseling (510)		
Counseling and Guidance (515)	$111.44	HOUR
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$114.60	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) - Behavior Intervention Implementation	$39.95	HOUR
Other (900) - Social Skills	$104.60	HOUR
Other (900) - Transportation:		
Local 2 way	$48.31	DAILY
Local 1 way	$30.87	DAILY
Medium 2 way	$60.45	DAILY
Medium 1 way	$39.48	DAILY
Distant 2 way	$73.53	DAILY
Distant 1 way	$46.98	DAILY
1:1 Bus Aide	$26.28	HOUR

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

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2021-2022

CONTRACT NUMBER: 202122-117

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

The Help Group- Sunrise West School

(Hereinafter referred to as "CONTRACTOR")

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into this 1 day of July, 2021, between the Downey Unified School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and The Help Group (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement 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, unless and until an authorized LEA representative approves the provision of special education and/ or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit an Individual Services Agreement (hereinafter referred to as "ISA") to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, 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 LEA student's parent evidencing the parent's agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. CERTIFICATIONS AND LICENSES

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 and licensure specified by CDE certification and as defined in California Education, Code sections 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 Agreement is executed by CONTRACTOR. This Master Contract may be terminated if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to the capacity as stated on CONTRACTOR's CDE certification.

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR's certification, failure to notify the LEA in writing promptly, not more than 45 days of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.

(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract's expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

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7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.

b. The term "authorized LEA representative" means a LEA special education administrator or designee.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing ("CTC") temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).

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 the standards contained in the California Business and Professions Code.

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

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

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f. The term "Parent" means

1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
3. 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;
4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
5. 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).
6. 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).

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

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

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA 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.

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ADMINISTRATION OF CONTRACT

8. **NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Patricia Sandoval, Ed.D.,
11627 Brookshire Avenue
(562) 469-6500
pgonzalezsandoval@dusd.net

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a "covered entity" or maintains "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPPA"). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act ("FERPA"). Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. 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. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide upon request to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days' prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at 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, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 general aggregate
$2,000,000 products/ completed operations aggregate

b. **Business Auto Liability Insurance,** which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a $1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than $5,000,000 per occurrence.

c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)
Part B - Employers Liability - $1,000,000/$1,000,000/$1,000,000

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Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

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

e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

$3,000,000 per occurrence
$3,000,000 general aggregate.

f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA Downey Unified School District (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

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

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

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

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of $3,000,000 per Occurrence and 6,000,000 in the Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy.

b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA Risk Management Services.

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

d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

e. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this 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.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the LEA with original endorsements and certificate of insurance effecting coverage required by section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the LEA before the subcontractor's work

commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA's Board of Education as an additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide upon request to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, 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 ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

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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**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

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

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

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. GENERAL PROGRAM OF INSTRUCTION

All CONTRACTOR 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

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

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a 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.

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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that

school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. LEA must provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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

29. LEA MEETINGS AND TRAININGS

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1 CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. Training includes certification with a SELPA approved *Crisis Prevention Intervention ("CPI")* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan ("BIP"), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It may require a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA

within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

31. **STUDENT DISCIPLINE**

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

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written

discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting (California Education Code sections 56366 (a) (2) (B) (i) and (ii)). Pursuant to California Education Code section 56345(b) (4), if an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SEIS special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using SEIS or such other software as is designated by the LEA.

33. SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.*

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

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Accountability Act ("HIPPA"). CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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").

40. PARENT ACCESS

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

CONTRACTORS operating programs with 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. 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.

41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

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

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enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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., regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

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

Unless placement is made pursuant to a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide special education and related services

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and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. **STATE MEAL PROGRAM MANDATE**

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

44. **MONITORING**

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

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

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: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA 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 conduct any follow-up or corrective action procedures related to review findings.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") for CONTRACTOR's employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). . Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence,

as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall 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.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

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writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. User accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in (Not applicable, no system to upload), all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose employee user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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

49. STAFF ABSENCE

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

shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. TRAVEL

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e, reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment and other 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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

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

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

60. 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 LEA 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 LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures, programs and practices and other

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evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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

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

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63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **EXHIBIT A** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master 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,
The Help Group	Downey Unified School District
Nonpublic School/Agency	
By: DocuSigned by: Michael Love 58A6F9460E8D451... 7/8/21	By:
Signature Date	Signature Date
Michael Love, Sr. VP Finance	Christina Aragon, Associate Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Patricia G. Sandoval, Ed.D - Director of Special Education
Name	Name and Title Downey Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address 11627 Brookshire Avenue
City State Zip	City State Zip Downey CA 90241
Phone Fax	Phone Fax (562) 469-6582 (562) 469-6555
Email	Email pgonzalezsandoval@dusd.net / akimaguilar@dusd.net

Wayne Shannon (Jul 12, 2021 08:22 PDT)

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2021-2022
RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: THE HELP GROUP - SUNRISE WEST SCHOOL
The CONTRACTOR CDS NUMBER: 19 64733 6157457

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: **$164.30**

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$30.22	HOUR
Language and Speech (415) - Individual	$105.86	HOUR
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450) - Individual: **a)** hour **b)**half hour	**a)**$124.55 **b)**$74.74	**a)**HOUR **b)** HALF HOUR
Physical Therapy (460)		
Individual Counseling (510)	$105.86	HOUR
Counseling and Guidance (515) - Group: **a)**hour **b)**half hour	**a)**$52.94 **b)**$31.76	**a)**HOUR **b)** HALF HOUR
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)-Language and Speech - Group: a)hour b)half hour	a)$56.47 b)$33.88	a) HOUR b)HALF HOUR
Other (900)-Occupational Therapy - Group: a) hour b)half hour	a)$71.17 b)$42.73	a) HOUR b)HALF HOUR
Other (900) - AA Group	$20.12	HOUR
Other (900) - Transportation	$93.42	DAILY

THE HELP GROUP
RATE SCHEDULE
SCHOOL YEAR 2021-2022

Basic Education

North Hills Prep, Bridgeport, Sunrise, Village Glen, Bridgeport Vocational West, STEM3 Academy	$	164.30
Summit View School, Summit View Westside, Westview School of Arts and Technology	$	157.75
Young Learners	$	226.08

Related Services

Transportation (round trip per day)	$	93.42
Counseling Individual (per hour)	$	105.86
Counseling Group (per hour)	$	52.94
Counseling Group (per half hour)	$	31.76
LAS Individual (per hour)	$	105.86
LAS Group (per hour)	$	56.47
LAS Group (per half hour)	$	33.88
1:1 Aide (per hour)	$	30.22
AA Group (per hour)	$	20.12
OT Individual (per hour)	$	124.55
OT Group (per hour)	$	71.17
OT Individual (per half hour)	$	74.74
OT Group (per half hour)	$	42.73